

**Forest Service Manual
National Headquarters - Washington Office
Washington, DC**

Forest Service Manual 5409.13 – Land Acquisition Handbook

Chapter 30 – Land Exchange

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Approved by: Gloria Manning, Associate Deputy Chief

Date approved: February 19, 2004

Responsible Staff:

Explanation of changes: Following is an explanation of the changes throughout the directive by section.

Posting Instructions: Amendments are numbered consecutively by Handbook number and calendar year. Post by document; remove the entire document and replace it with this amendment. Retain this transmittal as the first page(s) of this document. The last amendment to this Handbook was 5409.13-2004-1 to 5409.13_30-36.

This amendment makes revisions throughout the chapter to update, clarify, and recode direction.

37: Changes the caption to “Title Standards” (formerly titled Exchange Agreements) and provides new and revised direction related to title standards and requirements in the land exchange process and provides a cross-reference to section 60 of this handbook for direction for reservations and outstanding rights. The direction previously contained in this section has been revised at section 36.

38: Changes the caption to “Closing and Reporting” (formerly “Title Evidence, Conveyance Instruments, and Timber Cutting”) and provides new and revised direction related to closing a land exchange case, reporting accomplishment, updating land status records, and other post exchange actions required to finalize the land exchange. The direction previously contained in this section pertaining to conveyance instruments is revised at section 37.4.

39: Adds exhibits that provide samples and templates for documents and forms used in the land exchange process.

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37 - Title Standards

For related direction on title standards, see chapter 50 of this Handbook.

Title vested to the United States of America shall be documented in accordance with the “Department of Justice Title Standards 2001, a guide for the preparation of title evidence in land acquisitions by the United States of America” (sec. 30.6 and 36 CFR 254.15(a)(1)). Secure final title policy on the "ALTA U.S. Policy - 9/28/91" Form. (See chapter 50 for exceptions to use of this form of title evidence.) For exchanges of approximately equal value, obtain title insurance for the non-Federal property based on the advice of the Regional Review Appraiser.

The United States is not required to provide title insurance for the Federal lands exchanged (36 CFR 254.15(a)(2)). However, a copy of the Federal Land Status Report should be given to the non-Federal exchange party. When the Federal lands exchanged were acquired by purchase, donation, condemnation, or exchange, a copy of the title evidence from that acquisition case file should be provided to the non-Federal party.

37.1 - Reservations and Outstanding Rights

For related direction on reservations and outstanding rights, see chapter 60.

Resolve adverse possessions (sec. 30.5) on the non-Federal land prior to accepting title and ensure that the non-Federal party is aware of any unresolved claims or encroachments on the Federal land (sec. 33.43a). Do not accept title to non-Federal lands that contain restrictive covenants requiring the future expenditure of appropriated funds, such as expenditures associated with road maintenance to a subdivision. Do not accept title to non-Federal lands that contain a reverter provision, unless approved by the Regional Office of the General Counsel (OGC).

Deed reservations or restrictions controlling future use and development of Federal lands conveyed into non-Federal ownership are appropriate when required by law, Executive order, regulation, or when the intended use of the conveyed Federal land would substantially conflict with established management objectives on adjacent Federal lands (36 CFR 245.3(h); sec. 33.41c of this Handbook).

37.2 - Withdrawals

Except for lands withdrawn from entry under the general mining laws, do not exchange National Forest System lands under a withdrawal until the withdrawal is revoked or modified by the appropriate authority. It is the responsibility of the authorized officer to submit an application to the Regional Office to initiate modification or revocation of a withdrawal through the Bureau of Land Management (FSM 2760 and 2370; 43 CFR 2310.1-2).

37.21 - Power Withdrawals

Generally, withdrawals of sites for potential hydropower generation must be revoked or modified prior to the exchange in accordance with the Bureau of Land Management (BLM) regulations at Title 43, Code of Federal Regulation, section 2320 (42 CFR 2320), or Federal Energy Regulatory Commission (FERC) regulations at 18 CFR 25.1. However, lands may also be conveyed with the approval of FERC, providing the conveyance is made subject to section 24 of the Federal Power Act of June 10, 1920 (16 U.S.C. 818) (ch. 60).

Lands withdrawn solely for existing or proposed power transmission lines do not require revocation as provided in the Federal Power Commission's General Determination of April 17, 1922. These lands may be exchanged without FERC approval, providing the conveyance is made subject to section 24 of the Federal Power Act of June 10, 1920 (16 U.S.C. 818).

37.22 - Reclamation Withdrawal or Other Agency Withdrawals

Request the agency holding the reclamation or other agency withdrawal to revoke or modify the withdrawal. These requests usually take 6 to 9 months to complete.

37.23 - Administrative Site and Public Service Site Withdrawals

Follow the requirements contained in 43 CFR 2370 when requesting revocation of an administrative or public site withdrawal under Executive Order 10355 issued May 26, 1952 (E.O. 10355).

37.23a - Withdrawals Granted Prior to 1950

An administrative or public service withdrawal granted prior to 1950 segregated the Federal land to all forms of entry. Pre-1950 withdrawals must be removed before the Federal land can be patented or deeded. This action usually takes 2 or more years.

37.23b - Withdrawals Granted under Executive Order 10355

An administrative or public service withdrawal granted under Executive Order 10355 issued May 26, 1952 (E.O. 10355) segregated the Federal land from mineral entry only. Revocation of the withdrawal is not needed if:

1. The Federal land is non-mineral in character, or
2. The United States retains the mineral estate.

Guidance for requesting revocation of an administrative or public service site withdrawal granted under E.O. 10355 is found in Title 43, Code of Federal Regulations, part 2370 (43 CFR 2370).

37.24 - Withdrawal of Non-Federal Land from Mineral Entry

Non-Federal land acquired by the United States is automatically segregated from mineral entry for 90 days after a land exchange is closed (36 CFR 254.16(b)). The authorized officer applies to the Bureau of Land Management (BLM) for a permanent withdrawal from mineral entry within the 90-day period if the acquired non-Federal land is within an administrative site, a recreation area, or other similar areas where withdrawal from mineral entry is desirable.

37.3 - Certificate of Use and Consent

It is the responsibility of the appropriate Forest Service specialists to evaluate all outstanding and reserved interests on lands the United States may acquire and to inform the authorized officer of any potential impacts those outstanding and reserved interests may have on future use and management of the land. The authorized officer considers the findings of the specialist(s) and certifies on the Certificate of Use and Consent, Form FS-5400-29 (sec. 39, ex. 33), that the reserved and outstanding interests are or are not acceptable to the United States.

List all outstanding rights disclosed by the title evidence, as well as proposed reservations, on the certificate with a brief statement as to whether or not the outstanding right or reservation is an:

1. Administratively Acceptable Outstanding Right. Administratively acceptable outstanding rights would not interfere with the use and management of the property for its intended use.
2. Administratively Waived Outstanding Right. Administratively waived outstanding rights include third-party rights where a diligent effort was made to acquire the outstanding right without success. All efforts to acquire the rights and the rationale for believing that the probability is low for the third-party to exercise those rights shall be documented in writing. In these situations, the authorized officer may recommend to the Regional Forester that the lands be acquired subject to the outstanding right.
3. Unacceptable Outstanding Right. Administratively unacceptable outstanding rights are provisions that require:
 - a. The United States to commit to future appropriations.
 - b. The United States to make a payment by a specific date.
 - c. Preferential consideration for the use of the non-Federal land acquired, the purchase of resources, or employment.
 - d. The reservation of rights not clearly defined or that might unduly interfere with property land management or seriously impair values.
4. Office of the General Counsel (OGC) Waivers. The OGC may approve waivers when the title insurance company is unwilling to remove blanket clauses, such as:

- a. A prohibition of, or a limitation of use, occupancy, or improvement of the land resulting from the rights of the public or riparian owners to use any portion which is not or has been formerly covered by water.
- b. The rights of the public in and to that portion of the property lying within the limits of public roads and highway.

37.31 - Amended Certificate of Use and Consent

An Amended Certificate of Use and Consent, Form FS-5400-29 (sec. 39, ex. 33), should be prepared if there are:

1. Changes to the title commitment after the original Certificate of Use and Consent was completed, but prior to obtaining a preliminary title opinion from the Office of the General Counsel.
2. Modifications or additions to the final policy form that are shown on the commitment/report prior to obtaining a final title opinion.

37.4 - Conveyance Documents

37.41 - Conveyances to United States

The Office of the General Counsel (OGC) approves deeds conveying title to the United States in accordance with Department of Justice standards. The deed should be a general warranty deed in which the non-Federal party warrants or guarantees quiet possession and title against defects. (See chapter 50 for special circumstances where parties either lack authority or refuse to convey a warranty deed.)

Check the final deed for accuracy, including, but not limited to, the grantee information, legal description, acreage, consideration, and conditions. Add the following certification statement on the deed, preferably in the left margin of page one:

**“Approved as to description, consideration, and reservations
or conditions (signature & date).”**

The person most knowledgeable with the terms and conditions of the deed should sign or initial and date the certification statement.

37.42 - Conveyances from United States

Conveyance from the United States is either by quitclaim or exchange deed from the Department of Agriculture or by patent or quitclaim deed issued by the Department of the Interior. The type of document depends on the status of the National Forest System land conveyed.

37.42a - Conveyance of Acquired Land by Exchange Deed

An exchange deed (sec. 39, ex. 28) conveys National Forest System (NFS) lands that have acquired status. The authorized officer assists the Office of the General Counsel (OGC) in developing the deed for the NFS property by furnishing the following information:

1. Identification of the non-Federal party and date of acquisition.
2. The act(s) that authorize the conveyance.
3. Title evidence, including outstanding and appurtenant rights, with accompanying title opinions.
4. Reservations (type, description, associated maps, and so forth).
5. Existing occupancies, such as special use permits, leases, and easements; grazing permits; unpatented mining claims; and so forth.
6. Cash equalization, if applicable.

37.42b - Conveyance of Reserved Public Domain Land by Patent or Quitclaim Deed

The Bureau of Land Management (BLM) issues a patent or deed for reserved public domain land. For lands that were previously acquired through land exchange under the General Exchange Act, or other acts which gave reserved public domain status to the lands, the BLM issues a quitclaim deed. The authorized officer is responsible for notifying the appropriate BLM State Director of the pending exchange and providing BLM with the information identified in section 37.42a, paragraphs 1 through 5, for issuance of a patent or quitclaim deed (sec. 39, ex. 29).

38 - Closing and Reporting

Escrow instructions and agreements may be useful in Forest Service real estate transactions because they facilitate complex closings and resolution of title encumbrances. Ensure that escrow instructions and agreements are acceptable to the Office of the General Counsel (OGC) and the non-Federal party's escrow attorney or agent.

38.1 - Preliminary Title Opinion

Prior written approval from the Office of the General Counsel (OGC) of the sufficiency of the title being acquired is required before Federal funds can be expended for land or interests in land (Pub. L. 1-393). This requirement also applies to exchanges where land or interests in land are used as compensation. The preliminary title opinion (PTO) fulfills this requirement.

1. In a PTO, the OGC:
 - a. Verifies the agency's authority to acquire the property.

- b. Informs the Forest Service if the title evidence is satisfactory;
 - c. Advises the agency on which requirements must be met for title insurance coverage to be provided; and
 - d. Instructs the agency on which title encumbrances can be waived and those that must be eliminated.
2. The following information must be submitted through the Regional Office Lands Staff, to the Regional OGC for preparation of the PTO:
- a. The case summary, when required for land exchanges where congressional oversight is involved.
 - b. Exchange digest, Form FS-5400-10, Proposed Exchange.
 - c. The feasibility analysis (sec. 32.4).
 - d. The Agreement To Initiate (sec. 32.8).
 - e. The Exchange Agreement, if applicable (sec. 36).
 - f. A vicinity and subject tract map (sec. 33.2).
 - g. The appraisal review(s) or approximately equal value determination, as applicable.
 - h. The National Environmental Policy Act (NEPA) of 1969 (42 U.S.C. 4321-4346) analysis and decision notice with supporting resource reports, such as a biological evaluation, a State Historical Preservation Office's (SHPO) certificate and cultural report, a mineral report, and so forth (sec. 33.4).
 - i. The affidavit or certificate of publication of the legal notices of the notice of exchange proposal, notice of availability of the environmental assessment (EA) or environmental impact statement (EIS), and the decision notice (sec. 34).
 - j. Copies of notifications sent to the congressional delegation with any responses (sec. 33.32).
 - k. Copies of notification to local, county, tribal (if applicable), or State governments with any responses or resolutions (sec. 33.3).
 - l. The Certificate of Use and Consent for Purchase, Donation, and Land Exchange, Form FS-5400-29 (sec. 37.3).
 - m. The Certificate of Possession, Form FS-5400-37 (sec. 33.43a).
 - n. The transaction screening forms (hazmat) for all non-Federal and Federal tracts (sec. 33.43b).

- o. Title evidence (Title Commitment), with supportive documents (sec. 37).
- p. Survey plats, descriptions, computations, and a surveyor's legal verification report (sec. 33.2).

The authorized officer, working from the PTO and closing instructions, is responsible for obtaining the required curative documents to effectively release items that are unacceptable.

38.2 - Case Closing

For related guidance on exchange case closing, see Title 36, Code of Federal Regulations, section 254.16 (36 CFR 254.16).

The authorized officer ensures that all instructions, requirements, and conditions set forth by the United States and the non-Federal landowner are met prior to recording the deeds. Therefore, the authorized officer should not schedule a closing to the exchange until confident that these requirements would be met. The authorized officer also ensures that water right ownership transfers, assignments, and beneficial use filings necessary to secure water rights the United States should acquire are completed as part of the transaction closing procedure.

The United States accepts title to the non-Federal land when the deed is recorded in the county records.

38.21 - Provisions for Taxes

Prior to recording the deed, the non-Federal party is responsible for paying delinquent and current taxes to the proper taxing authority. See the following options for handling payment of taxes:

1. When the exact amount of delinquent and current year taxes are known at the time of closing, instruct the non-Federal party to either:
 - a. Pay the taxing authority the complete amount of the delinquent and current year taxes prior to closing and provide proof of payment to the Forest Service, the title company, and the escrow agent; or
 - b. Deposit a certified check into an escrow account to pay for current year and/or delinquent taxes. Instruct the escrow agent to provide proof to the Forest Service of receipt of the certified check; or
 - c. Deposit a certified check payable to the proper taxing authority with the Forest Service authorized officer. The authorized officer delivers the check to the taxing authority requesting return of any overpayment, if any, be made directly to the non-Federal party. Also, the authorized officer requests a copy of the paid tax receipt.
2. When the current year's taxes have not been determined by the time of closing, instruct the non-Federal party to deposit a certified check payable to the proper taxing authority with the escrow agent, or with the Forest Service authorized officer in an amount not less than

the taxes or assessments on the property for the preceding year, plus 20 percent. Hold the certified check until the authorized officer receives either a tax bill or proof that the tax bill has been paid in full.

- a. When a tax bill is received, forward to the taxing authority the tax bill and certified check with instructions to return any overpayment directly to the non-Federal party.
 - b. When proof of payment of outstanding taxes is received, return the certified check to the non-Federal party.
3. In a tripartite exchange, the non-Federal party may authorize the withholding of payment due to the non-Federal party from timber receipts to clear delinquent or current year taxes that are a lien on the non-Federal property. In these situations, the authorized officer ensures that the cost of clearing encumbrances does not exceed the value of the non-Federal land. The authorized officer pays the taxing authority with the withheld receipts and requests a copy of paid tax receipt.
4. When the United States makes a cash equalization payment to a non-Federal party that is sufficient to satisfy taxes, the non-Federal party may authorize the escrow agent to withhold a sufficient amount of the cash equalization payment to cover delinquent and current year taxes.

In the title file, include proof that all current and delinquent taxes have been paid.

38.22 - Request for Final Title Opinion

Request for a final title opinion (FTO) should be made as soon as possible, but no later than 1 year after closing the transaction. Cases that are not submitted to the Office of the General Counsel (OGC) within 1 year must be elevated to the Regional Office, Director of Lands for completion. Submit the following documentation to OGC when requesting a FTO.

1. Original recorded deed or a certified copy of the deed to the United States.
2. Copy of recorded deed or patent to the non-Federal party.
3. Original final title policy with endorsements and curative documents.
4. Original or Amended Certificate of Use and Consent (Form FS-5400-29) (sec. 37.3 and 37.31).
5. Supplemental Certificate of Possession (Form FS-5400-38) (sec. 33.43a).
6. Proof of taxes paid.
7. Receipt of cash equalization payment received or paid, if applicable.

38.3 - Notifying Bureau of Land Management

Upon receipt of the final title opinion (FTO), the Regional Forester informs the appropriate State Office of the Bureau of Land Management (BLM) of the case closing and provides the BLM office with the documentation necessary to post the exchange to the public record.

Documentation should include the serialization number, a copy of the FTO, a copy of the recorded deed(s) to the United States, a copy of the recorded patent or deed to the non-Federal party, and all applicable maps (sec. 39, ex. 30).

If Federal lands were segregated from appropriation under the public land and mineral laws but not conveyed in the exchange, provide a complete legal description of those lands to the BLM and request that they be desegregated (36 CFR 254.6(c)(2)).

38.4 - Delivery of Timber

Upon acceptance and approval of title, notify the non-Federal owner in a direct-cut exchange that the non-Federal owner may begin cutting timber after posting the appropriate cash or performance bond and complying with the requirements in the exchange cutting agreement.

38.5 - Updating Land Status Records

The Regional Forester, upon receipt of the final title opinion (FTO), ensures that the land status record is updated to reflect the change of ownership of the lands involved in the exchange and that the appropriate Forest(s) is notified of this notation to the status record (sec. 39, ex. 32).

The Forest Supervisor is responsible for informing the county taxing authority of the change in ownership of the Federal and non-Federal lands involved in the exchange (sec. 39, ex. 31).

38.6 - Posting and Marking Boundaries

The authorized officer is responsible for ensuring that legal land surveys and related services required to locate, post, and maintain land corners, property corners, and property lines between National Forest System (NFS) land and other ownerships are completed (FSM 7150).

Accurately posting of NFS land provides the agency and the public with visible and legally defensible administrative and property boundary lines (FSM 7150).

When lands are acquired under the Weeks Act of March 1, 1911 (16 U.S.C. 516), the external boundary of a National Forest is automatically extended to encompass the acquired lands if they are contiguous to the existing National Forest boundary and total no more than 3,000 acres per exchange (36 CFR 254.1(e)).

Ensure that National Forest boundary signs are removed from NFS land conveyed to a non-Federal party.

38.7 - Permanent Title File

At a minimum, the permanent title file should contain the following original documentation, except where noted that copies or types other documentation are allowed:

1. Final title opinion.
2. Executed and recorded deed(s) to the United States.
3. Exchange agreement, if applicable.
4. A copy of the recorded patent/deed(s) to the non-Federal party.
5. Preliminary and final title policy showing valid title vested in the name of the United States of America, with a copy of all encumbrances of record.
6. Federal status report.
7. Certificate and Supplemental Certificates of Possession (Forms FS-5400-37 and FS-5400-38).
8. Certificate of Use and Consent, with updates, if applicable (Form FS-5400-29).
9. National Environmental Policy Act decision document.
10. Preliminary title opinion.
11. Agreement To Initiate a Land Exchange.
12. Feasibility report.
13. Appraisal review and approval.
14. Concurrence letters from the State Historic Preservation Office, United States Fish and Wildlife Service, National Marine Fisheries Service, and so forth.
15. Bureau of Land Management mineral concurrence.
16. Final Federal and non-Federal land description verifications (Forms FS-5400-41 and FS-5400-40)
17. Specialist reports, including the following:
 - a. Mineral report;
 - b. Federal and non-Federal transaction screening (hazmat) forms;
 - c. Water rights analysis;

- d. Wetlands/floodplains report;
 - e. Soils report, if applicable;
 - f. Threatened, endangered, and sensitive species reports (BE/BA).
18. Affidavits of advertisements (publication notices, Notice of Exchange Proposal, and so forth).
 19. Corporation papers of non-Federal party, if applicable.
 20. A copy of the exchange digest (Form FS-5400-10, Proposed Exchange).
 21. Receipt for cash equalization payment, if applicable.
 22. Verification of paid taxes.
 23. Curative documents, such as grazing waivers, permit amendments, withdrawals, and so forth.
 24. Maps and plats.
 25. Exchange Cutting Agreement and Statement of Account (if applicable).

Prepare the following labels for the permanent case file:

Center label:

5590 LANDOWNERSHIP STATUS 1 Land Status Title (5430-2)
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Right label:

<u>non-Federal PARTIES' NAMES</u> _____ <u>NF</u> Case Name BLM serial number or tract number (if applicable)

Left label:

5430-2 Exchanges

38.8 - Land Exchange Accomplishment Reporting

The completion of a land exchange must be reported in the fiscal year in which the documents of conveyance to the United States are recorded. Post a summary of the exchange, including administrative and resource management benefits, final values, cash equalization, and dates of deed recordation to Form FS-5400-10, Proposed Exchange. This form should be submitted by

the Regional Office, Director of Lands to the Washington Office, Director of Lands, as soon as possible following the recording of exchange deeds. Additional direction for reporting land exchange accomplishments is provided annually by the Chief Financial Officer, Washington Office.

39 - Exhibits

The exhibits in this section provide samples and templates for documents and forms used in the land exchange program.

1. Exhibit 01. Exhibit 01 depicts the land exchange process.
2. Exhibit 02. Exhibit 02 is a land for land implementation schedule.
3. Exhibit 03. Exhibit 03 is a tripartite exchange implementation schedule.
4. Exhibit 04. Exhibit 04 is a Sisk Act exchange for cash implementation schedule.
5. Exhibit 05. Exhibit 05 is a competitive exchange implementation schedule.
6. Exhibit 06. Exhibit 06 is an administrative site exchange implementation schedule.
7. Exhibit 07. Exhibit 07 is a notice of competitive land exchange proposal.
8. Exhibit 08. Exhibit 08 is a Land Description Verification - Federal Land (Form FS-5400-41).
9. Exhibit 09. Exhibit 09 is a Land Description Verification - Non-Federal Land (Form FS-5400-40).
10. Exhibit 10. Exhibit 10 is an Agreement To Initiate (ATI).
11. Exhibit 11. Exhibit 11 is a sample letter to send to a third party facilitator.
12. Exhibit 12. Exhibit 12 is a letter to a newspaper ordering a publication notice.
13. Exhibit 13. Exhibit 13 is a publication notice (land for land).
14. Exhibit 14. Exhibit 14 is a publication notice (land for timber).
15. Exhibit 15. Exhibit 15 is an amendment to an exchange notice.
16. Exhibit 16. Exhibit 16 is an affidavit of publication.
17. Exhibit 17. Exhibit 17 is a letter providing congressional notification.
18. Exhibit 18. Exhibit 18 is a grazing permittee notification and sample 2-year waiver format.

19. Exhibit 19. Exhibit 19 is a sample cultural resource reservation.
20. Exhibit 20. Exhibit 20 is a personal property disclaimer of ownership.
21. Exhibit 21. Exhibit 21 is a sample floodplain and wetland report.
22. Exhibit 22. Exhibit 22 is a sample of deed language pertaining to rights accrued under General Mining Act of 1872.
23. Exhibit 23. Exhibit 23 is a sample decision notice and finding of no significant impact.
24. Exhibit 24. Exhibit 24 is a sample categorical exclusion decision memo.
25. Exhibit 25. Exhibit 25 is a flowchart for Secretary approval and congressional oversight for Weeks Law exchange cases.
26. Exhibit 26. Exhibit 26 is an exchange agreement.
27. Exhibit 27. Exhibit 27 is a Schedule B - exchange cutting agreement.
28. Exhibit 28. Exhibit 28 is an exchange deed.
29. Exhibit 29. Exhibit 29 is a letter to the Bureau of Land Management requesting patent.
30. Exhibit 30. Exhibit 30 is a letter to the Bureau of Land Management to update the public record.
31. Exhibit 31. Exhibit 31 is a notification letter to county tax commissioner of change in ownership.
32. Exhibit 32. Exhibit 32 is a letter transmitting final title opinion to the Forest Supervisor.
33. Exhibit 33. Exhibit 33 is a Certificate of Use and Consent for Purchase, Donation and Land Exchange, Form FS-5400-29.

39 - Exhibit 01

LAND EXCHANGE PROCESS FLOW CHART

Exchange Proposal

Feasibility Analysis

Oversight Review

Execute Agreement to Initiate

Public Notification

Congressional Review

Scoping

NEPA Analysis

Appraisal Preparation and Approval

Oversight Review

Decision

Title Clearance

Transaction Closing

Final Title Clearance

Close Case

39 - Exhibit 02

IMPLEMENTATION SCHEDULE
Land-for-Land Exchange

Case Name: Action Item Feasibility Analysis (Items 1-8)	Responsible for Preparation	Responsible for Costs	Target Date
1. Exchange Proposal - Define the Estates	Non-Fed/FS		
2. Forest Plan Compliance Review/Public Benefits Summary	FS		
3. Obtain Title Insurance Commitment	Non-Fed/FS	Non-Fed Party	
4. Boundary Management Review	Forest Surveyor		
5. Federal Land Status Report	FS		
6. *Water Rights Analysis	Hydro/Appraiser		
7. Valuation Consultation	Appraiser		
8. Identify Party Responsible for Costs	Non-Fed/FS		
9. Draft ATI & Exhibits	FS		
10.**Oversight (FA and Draft ATI)	RO/WO		
11. Execute Agreement To Initiate (ATI)	Non-Fed/SO/RO		
12. *Request BLM Serialization/ Segregation	FS		
13. Prepare Notice of Publication/Posting	FS		
14. Notify County Commissioners, State Clearinghouse, Congressional Delegations, Tribal Governments, and other Agencies	FS		
15.**Submit Notice of Publication for 30-day Appropriation Committee Review	FS		
16. *Notify Permittees	FS		
17. 4-Week Publication Period, Including Wetlands and Floodplains Information	FS		
18. Initiate Public Scoping	FS		
19. *Request Land Survey (BLM/Forest Service)	FS		
20. *Request Withdrawal Revocation(s)	FS		
21. *Prepare Mineral Potential Report			
22. Complete Certificate of Possession	FS		
23. Obtain SHPO Concurrence	FS		

39 - Exhibit 02--Continued

Case Name: Action Item	Responsible for Preparation	Responsible for Costs	Target Date
24. Prepare TES Report/Consultation			
25. Prepare Wetlands/Floodplains Report			
26. Prepare Hazardous Substances Evaluation	Non-Fed/FS		
27. Analyze Effects on Cost Share Agreements	FS		
28. Request Appraisals	FS		
29. Finalize Appraisals	Appraiser		
30. Prepare Appropriate NEPA Documentation	FS		
31.*Request BLM Concurrence on Minerals	FS		
32. *NEPA Comment Period	FS		
33. Appraisal Reviews and Approvals	Appraiser		
34. Certificate of Use and Consent	FS		
35. Agreement on Values	Non-Fed/FS		
36. Finalize NEPA Document	FS		
37. Draft Decision Document	FS		
38. Draft Exchange Agreement (optional)	FS		
39.**Oversight (NEPA document and supporting documents, draft decision, appraisals and reviews, draft exchange agreement, and initial file material)	RO/WO		
40. Issue Decision	FS		
41. Publish Decision	FS		
42. Appeal Period	FS		
43.*** Certify Estate Consistency	FS		
44. Request Preliminary Title Opinion	FS		
45. Provide Preliminary Title Opinion	OGC		
46. Execute Exchange Agreement (optional)	Non-Fed/FS		
47. Prepare Form FS-5400-10 (Digest)	FS		
48. *Submit to WO for Congressional Oversight	FS		

39 - Exhibit 02--Continued

Case Name: Action Item	Responsible for Preparation	Responsible for Costs	Target Date
49. Record Exchange Agreement and Update Title Commitments (optional)	Non-Fed/FS		
50. *Prepare/Obtain Easements, Relinquishments for Special Use Permits	Non-Fed/FS		
51. Prepare Deed to Non-Federal Land; Patent Request/Exchange Deed to Federal Land	Non-Fed/FS		
52. Supplemental Certificate of Possession	FS		
53. *Execute Easements/Relinquishment	Non-Fed/FS		
54. Execute Deeds to Non-Federal Land	Non-Fed		
55. Deliver Deeds and/or Patent	FS		
56. Record Patent and All Deeds and/or Patent	NoN-Fed/FS		
57. File Water Rights Transfer/Use Documents	Non-Fed/FS		
58. Return Deeds to Non-Federal Land with Title Insurance Policy	Non-Fed Party		
59. Final Certificate of Use and Consent	FS		
60. Return Copies of Recorded Patent or Deeds to RO	FS		
61. Submit Final Form FS-5400-10 (Digest) to WO	FS		
62. Request Final Title Opinion	FS		
63. Provide Final Title Opinion	OGC		
64. Post Status and Close Case	FS		

* If applicable/if needed.

** Regional oversight applies to ALL cases. WO review required commensurate with WO designated value threshold.

***Certify that the estate appraised is identical to the physical estate; estate noted in Decision Document, Exchange Agreement, and Deeds.

39 - Exhibit 03

IMPLEMENTATION SCHEDULE
Tripartite Exchange

Case Name: Action Item Feasibility Analysis (Items 1-8)	Responsible for Preparation	Responsible for Costs	Target Date
1. Exchange Proposal	Non-Fed/FS		
2. Forest Plan Compliance Review/Public Benefits Summary	FS		
3. Obtain Title Insurance Commitment	Non-Fed/FS	Non-Fed Party	
4. Boundary Management Review	Forest Surveyor		
5. *Water Rights Analysis	Hydro/Appraiser		
6. Valuation Consultation	Appraiser		
7. Identify Timber Sales to Provide Receipts	FS		
8. Identify Party Responsible for Costs	Non-Fed/FS		
9. Draft Agreement To Initiate (ATI) and Exhibits	FS		
10.**Oversight Review (Feasibility Analysis and Draft ATI)	RO/WO		
11. Amend Timber Sale Contracts, as Necessary (Provision CT 8.71, 4/99 Version)	FS		
12. Execute Agreement To Initiate (ATI)	Non-Fed/SO/RO		
13. Initiate Collection of Timber Sale Receipts	FS		
14. Prepare Notice of Publication/Posting	FS		
15. Notify County Commissioners, State Clearinghouse, Congressional Delegations, Tribal Governments, and other Agencies	FS		
16.**Submit Notice of Publication for 30-day Appropriation Committee Review	FS		
17. 4-Week Publication Period, Including Wetlands and Floodplains Information	FS		
18. Initiate Public Scoping	FS		
19. Complete Certificate of Possession	FS		

39 - Exhibit 03--Continued

Case Name: Action Item	Responsible for Preparation	Responsible for Costs	Target Date
20. Prepare Hazardous Substances Evaluation	Non-Fed/FS		
21. Analyze Effects on Cost Share Agreements	FS		
22. Request Appraisals	FS		
23. Finalize Appraisals	Appraiser		
24. Prepare Appropriate NEPA Documentation	FS		
25. *NEPA Comment Period	FS		
26. Appraisal Review	Appraiser		
27. Certificate of Use and Consent	FS		
28. Agreement on Values	Non-Fed/FS		
29. Finalize NEPA Document	FS		
30. Draft Decision Document	FS		
31. Draft Exchange Agreement (Optional)	Non-Fed/FS		
32.**Oversight Review (NEPA Document and Supporting Documents, Draft Decision, Appraisals and Reviews, Draft Exchange Agreement, and Initial File Material)	RO/WO		
33. Issue Decision	FS		
34. Publish Decision	FS		
35. *Appeal Period	FS		
36. Ensure Adequate Receipts Have Been Deposited in Suspense Fund	FS		
37.*** Certify Estate Consistency	FS		
38. Request Preliminary Title Opinion	FS		
39. Provide Preliminary Title Opinion	OGC		
40. Execute Exchange Agreement (optional)	Non-Fed/FS		
41. Prepare Form FS-5400-10 (Digest)	FS		
42. *Submit to WO for Congressional Oversight	FS		

39 - Exhibit 03--Continued

Case Name: Action Item	Responsible for Preparation	Responsible for Costs	Target Date
43. Record Exchange Agreement and Update Title Commitments (optional)	Non-Fed/FS		
44. Prepare Deed to Non-Federal Land	Non-Fed/FS		
45. Supplemental Certificate of Possession	FS		
46. Execute Deeds to Non-Federal Land	Non-Fed		
47. Deliver Deeds and Payment	Non-Fed		
48. Record All Deeds	FS		
49. File Water Rights Transfer/Use Documents	Non-Fed		
50. Return Deeds to Non-Federal Land with Title Insurance Policy	Non-Fed		
51. Final Certificate of Use and Consent	FS		
52. Submit final Form FS-5400-10 (Digest) to WO	FS		
53. Request Final Title Opinion	FS		
54. Provide Final Title Opinion	OGC		
55. Post Status	FS		
56. Close Case	FS		

* If applicable/if needed.

** RO review applies to ALL cases. WO review required commensurate with WO designated value threshold.

***Certify that the estate appraised is identical to the physical estate; estate noted in the Decision Document, Exchange Agreement, and Deeds.

39 - Exhibit 04

IMPLEMENTATION SCHEDULE
Sisk Act Exchange for Cash

Case Name: Action Item Feasibility Analysis (Items 1-7)	Responsible for Preparation	Responsible for Costs	Target Date
1. Exchange Proposal - Define the Estates	Non-Fed/FS		
2. Forest Plan Compliance Review/Public Benefits Summary	FS		
3. Boundary Management Review	Forest Surveyor		
4. Federal Land Status Report	FS		
5. *Water Rights Analysis	Hydro/Appraiser		
6. Valuation Consultation	Appraiser		
7. Identify Party Responsible for Costs	Non-Fed/FS		
8. Draft Agreement To Initiate (ATI) and Exhibits	FS		
9.**Oversight (Feasibility Analysis and Draft ATI)	RO/WO		
10. Execute Agreement To Initiate (ATI)	Non-Fed/SO/RO		
11. *Request BLM Serialization/ Segregation	FS		
12. Prepare Notice of Publication/Posting	FS		
13. Notify County Commissioners, State Clearinghouse, Congressional Delegations, Tribal Governments, and Other Agencies	FS		
14.**Submit Notice of Publication for 30-day Congressional Review	FS		
15. *Notify Permittees	FS		
16. 4-Week Publication Period, Including Wetlands and Floodplains Information	FS		
17. Initiate Public Scoping	FS		
18. *Request Land Survey (BLM/Forest Service)	FS		
19. *Request Withdrawal Revocation(s)	FS		
20. *Prepare Mineral Potential Report	FS		
21. Obtain SHPO Concurrence	FS		

39 - Exhibit 04--Continued

Case Name: Action Item	Responsible for Preparation	Responsible for Costs	Target Date
22. Prepare TES Report/Consultation			
23. Prepare Wetlands/Floodplains Report			
24. Prepare Hazardous Substances Evaluation	Non-Fed/FS		
25. *Analyze Effects on Cost-Share Agreements	FS		
26. Request Appraisals	FS		
27. Finalize Appraisals	Appraiser		
28. Prepare Appropriate NEPA Documentation	FS		
29. *Request BLM Concurrence on Minerals	FS		
30. *NEPA Comment Period	FS		
31. Appraisal Review	Appraiser		
32. Agreement on Values	Non-Fed/FS		
33. Finalize NEPA Document	FS		
34. Draft Decision Document	FS		
35. Draft Exchange Agreement (optional)	Non-Fed/FS		
36.**Oversight Review (NEPA Document and Supporting Documents, Draft Decision, Appraisals and Review, Draft Exchange Agreement, and Initial File Material)	RO/WO		
37. Issue Decision	FS		
38. Publish Decision	FS		
39. *Appeal Period	FS		
40.***Certify Estate Consistency	FS		
41. Execute Exchange Agreement (optional)	Non-Fed/FS		
42. Prepare Form FS-5400-10 (Digest)	FS		
43. *Submit to WO for Congressional Oversight	FS		
44. Record Exchange Agreement and Update Title Commitment (Optional)	Non-Fed/FS		

39 - Exhibit 04--Continued

Case Name: Action Item	Responsible for Preparation	Responsible for Costs	Target Date
45. *Prepare/Obtain Easements and Relinquishments for Special Use Permits	Non-Fed/FS		
46. Patent Request/Exchange Deed to Federal Land	FS		
47. *Execute Easements and Relinquishment	Non-Fed/FS		
48. Deliver Deeds, Patent and Payment	Non-Fed/FS		
49. Deposit Payment for Non-Federal Land in Special Fund	FS		
50. Record Deeds and/or Patent	Non-Fed/FS		
51. *File Water Rights Transfer	FS		
52. Return Copies of Recorded Patent and/or Deeds to RO	FS		
53. Submit final Form FS-5400-10 (Digest) to WO	FS		
54. Request and Obtain Final Title Opinion	FS/OGC		
55. Post Status	FS		
56. Close Case	FS		

* If applicable/if needed.

** RO review applies to ALL cases. WO review required commensurate with WO designated value threshold.

***Certify that the estate appraised is identical to physical estate; estate noted in the Decision Document, Exchange Agreement, and Deeds.

39 - Exhibit 05

**IMPLEMENTATION SCHEDULE
Competitive Exchange for Land**

Case Name: Action Item Feasibility Analysis (Items 1-8)	Responsible for Preparation	Responsible for Costs	Target Date
1. Identify Federal Land for Exchange	Non-Fed/FS		
2. Forest Plan Compliance Review	FS		
3. Certify Federal Land Acreage and Legal Description	Forest Surveyor		
4. Federal Land Status Report	FS		
5. Informal Public Sensing (County/ Congressional notification)	FS		
6. *Federal Land Water Rights Analysis	FS		
7. Valuation Consultation	Appraiser		
8. Draft Competitive Exchange Proposal Strategy	FS		
9.**Oversight Completeive Exchange Proposal Strategy	RO/WO		
10. *Request Withdrawal Revocations	FS		
11. Prepare Mineral Potential Report	FS		
12. Prepare Cultural Report/SHPO Consultation	FS		
13. Prepare TES Report/Consultation	FS		
14. Prepare Wetlands/Floodplains Report	FS		
15. Prepare HAZMAT Report	FS		
16. Analyze Effects on Cost Share Agreements	FS		
17. *Develop Criteria for Non-Federal Acquisition	FS		
18. Prepare Competitive Exchange Proposal	FS		
19. Issue and Distribute Competitive Exchange Proposal	FS		
20. Issue News Release on Federal land/ Competitive Exchange Proposal	FS		
21. Promote Proposal/Show Property, and so forth	FS		
22. Interdisciplinary Review of Proposals	FS		

39 - Exhibit 05--Continued

Case Name: Action Item	Responsible for Preparation	Responsible for Costs	Target Date
23. Valuation Analysis	Appraiser		
24. Select Proposal	FS		
25. Facilitate Location, Appraisal, and Acquisition of Non-Federal Land, if Needed	Non-Fed/FS		
26. Identify Party Responsible for Costs	Non-Fed/FS		
27. Draft ATI and Exhibits	FS		
28. Secure Title Commitments	Non-Fed/FS	Non-Fed	
29.**Oversight Review (Feasibility Analysis and Draft ATI.	RO/WO		
30. Execute Agreement To Initiate (ATI)	Non-Fed/SO/RO		
31. Request BLM Serialization/Segregation	FS		
32. Prepare Notice of Publication/Posting	FS		
33. Notify County Commissioners, State Clearinghouse, Congressional Delegations, Tribal Governments, and Other Agencies	FS		
34.**Submit Notice of Publication for 30-Day Appropriation Committee Review	FS		
35. *Notify Permittees	FS		
36. 4-Week Publication Period, Including Wetlands and Floodplains Information	FS		
37. Initiate Public Scoping	FS		
38. Certificate of Possession	FS		
39. Finalize Appraisals/Reviews	Appraiser		
40. Obtain SHPO Concurrence	FS		
41. Prepare Appropriate NEPA Documentation	FS		
42. *Request BLM Concurrence on Minerals	FS		
43. NEPA Comment Period	FS		
44. Certificate of Use and Consent	FS		

39 - Exhibit 05--Continued

Case Name: Action Item	Responsible for Preparation	Responsible for Costs	Target Date
45. Finalize NEPA Document	FS		
46. Draft Decision Document	FS		
47. Draft Exchange Agreement (optional)	Non-Fed/FS		
48. **Oversight Review (NEPA Document and Supporting Documents, Draft Decision, Appraisals and Reviews, Draft Exchange Agreement, Administrative Review Report, and Initial File Material)	RO/WO		
49. Issue and Publish Decision	FS		
50. *Appeal Period	FS		
51. ***Certify Estate Consistency	FS		
52. Request Preliminary Title Opinion	FS		
53. Provide Preliminary Title Opinion	OGC		
54. Execute Exchange Agreement (Optional)	Non-Fed/FS		
55. Prepare Form FS-5400-10 (Digest)	FS		
56. *Submit to WO for Congressional Oversight	FS		
57. Record Exchange Agreement and Update Title Commitments (Optional)	Non-Fed/FS		
58. *Prepare/Obtain Easements/Relinquishments for Special Use Permits	Non-Fed/FS		
59. Prepare Deed to Non-Federal Land; Patent Request/Exchange Deed to Federal Land	Non-Fed/FS		
60. Supplemental Certificate of Inspection	FS		
61. *Execute Easements/Relinquishment	Non-Fed/FS		
62. Execute Deeds to Non-Federal Land	Non-Fed		
63. Deliver and Record Deeds and/or Patent	Non-fed/FS		

39 - Exhibit 05--Continued

Case Name: Action Item	Responsible for Preparation	Responsible for Costs	Target Date
64. File Water Rights Transfer/Use Documents	Non-Fed/FS		
65. Return Deeds to Non-Federal Land with Title Insurance Policy	Non-Fed Party		
66. Final Certificate of Use and Consent	FS		
67. Return Copies of Recorded Patent and/or Deed to RO	FS		
68. Submit Final Form FS-5400-10 (Digest) to WO	FS		
69. Request and Obtain Final Title Opinion	FS/OGC		
70. Post Status	FS		
71. Close Case	FS		

* If applicable/if needed.

** RO review applies to ALL cases. WO review required commensurate with WO designated value threshold.

***Certify that the estate appraised is identical to the physical estate; estate noted in the Decision Document, Exchange Agreement, and Deeds.

39 - Exhibit 06

IMPLEMENTATION SCHEDULE
Administrative Site Acquisition
(through land exchange)

Case Name: Action Item Feasibility Analysis (Items 1-10)	Responsible for Preparation	Responsible for Costs	Target Date
1. Exchange Proposal	Non-Fed/FS		
2. Forest Plan Compliance Review/ Public Benefits	FS		
3. Provide Title Insurance Commitment	Non-Fed/FS	Non-Fed Party	
4. Boundary Management Review	Forest Surveyor		
5. Federal Land Status Report	FS		
6. *Water Rights Analysis	Hydro/Appraiser		
7. Valuation Consultation	Appraiser		
8. Prepare Preliminary Project Analysis and Request Approval from Assistant Secretary for Administration	FS		
9. Receive Approval to Acquire from Assistant Secretary Administration	FS		
10. Identify Party Responsible for Costs	Non-Fed/FS		
11. Draft ATI and Exhibits	FS		
12.**Oversight Review (Feasibility Analysis and Draft ATI)	RO/WO		
13. Execute Agreement to Initiate (ATI)	Non-Fed/SO/RO		
14. Request BLM Serialization/ Segregation	FS		
15. Prepare Notice of Publication/Posting	FS		
16. Notify County Commissioners, State Clearinghouse, Congressional Delegations, Tribal Governments, and Other Agencies	FS		
17.**Submit Notice of Publication for 30-Day Congressional Review	FS		
18. *Notify Permittees	FS		
19. 4-Week Publication Period, Including Wetlands and Floodplains Information	FS		
20. Initiate Public Scoping	FS		

39 - Exhibit 06--Continued

Case Name: Action Item	Responsible for Preparation	Responsible for Costs	Target Date
21. *Request Land Survey (BLM/FS)	FS		
22. *Request Withdrawal Revocation(s)	FS		
23. *Prepare Mineral Potential Report	FS		
24. Certificate of Possession	FS		
25. Prepare Wetlands/Floodplains Report			
26. Prepare Hazardous Substance Evaluation			
27. Obtain SHPO Concurrence	FS		
28. Prepare TES Report/Consultation			
29. Analyze Effects on Cost Share Agreements	FS		
30. Request Appraisals	FS		
31. Finalize Appraisals	Appraiser		
32. Prepare Appropriate NEPA Documentation	FS		
33. *Request BLM Concurrence on Minerals	FS		
34. *NEPA Comment Period	FS		
35. Appraisal Review	Appraiser		
36. Certificate of Use and Consent	FS		
37. Agreement on Values	Non-Fed/FS		
38. Draft Decision Document	FS		
39. *Finalize NEPA Document	FS		
40. Draft Exchange Agreement (Optional)	Non-Fed/FS		
41.**Oversight Review (NEPA Document and Supporting Documents, Draft Decision, Appraisals and Reviews, Draft Exchange Agreement, Administrative Review Report, and Initial File Material)	RO/WO		
42. Issue Decision	FS		
43. Publish Decision	FS		
44. *Appeal Period	FS		

39 - Exhibit 06--Continued

Case Name: Action Item	Responsible for Preparation	Responsible for Costs	Target Date
45. Supplemental Certificate of Possession	FS		
46.***Certify Estate Consistency	FS		
47. Request Preliminary Title Opinion	FS		
48. Provide Preliminary Title Opinion	OGC		
49. Execute Exchange Agreement (Optional)	Non-Fed/FS		
50. Prepare Form FS-5400-10 (Digest)	FS		
51. *Submit to WO for Congressional Oversight	FS		
52. Record Exchange Agreement and Update Title Commitments (Optional)	Non-Fed/FS		
53. *Prepare/Obtain Easements/ Relinquishments for Special Use Permits	Non-Fed/FS		
54. Prepare Deed to Non-Federal Land; Patent Request/Exchange Deed to Federal Land	Non-Fed/FS		
55. *Execute Easements/Relinquishment	Non-Fed/FS		
56. Execute Deeds to Non-Federal Land	Non-Fed		
57. Deliver Deeds and/or Patent	Non-Fed/FS		
58. Record All Deeds and/or Patent	Non-Fed/FS		
59. File Water Rights Transfer/Use Documents	Non-Fed/FS		
60. Return Deeds to Non-Federal Land with Title Insurance Policy	Non-Fed Party		
61. Final Certificate of Use and Consent	FS		
62. Return Copies of Recorded Patent Deeds to RO	FS		
63. Submit final Form FS-5400-10 (Digest) to WO	FS		
64. Request Final Title Opinion	FS		
65. Provide Final Title Opinion	OGC		
66. Post Status	FS		
67. Close Case	FS		

39 - Exhibit 06--Continued

* If applicable/if needed.

** Regional reviews apply to ALL cases. WO reviews required commensurate with WO designated value threshold.

***Certify that the estate appraised is identical to the physical estate; estate noted in the Decision Notice, Exchange Agreement, and Deed.

NOTICE OF COMPETITIVE EXCHANGE PROPOSAL

FEDERAL LAND AVAILABLE FOR EXCHANGE

RESPONSES DUE BY NOVEMBER 15, 2002

The Forest Supervisor for the Smoky Bear National Forest is soliciting proposals for a land exchange involving a Federal tract known as the Rosebud Administrative Site.

The United States, acting through the Department of Agriculture, Forest Service, Smoky Bear National Forest, hereinafter referred to as the Forest Service, has identified a 200-acre tract of land with improvements for conveyance under the laws governing the exchange of such Federal lands. Because of the unique nature and location of this property, and because of the interest shown by various individuals in acquiring this property, the Forest Service is publicly soliciting proposals from potential non-Federal partners that could be developed into a suitable land exchange. The purpose is to select the proposal that could provide the most public benefit in accordance with established criteria.

The Federal property proposed for exchange is located in Bear County, near the Town of Rosebud, approximately 50 miles west of Knoxville, via US Highway 441 and Highway 215. The land is improved with 31 buildings and other structures and facilities. Two 85-foot antennas, a 40-foot antenna with a radome dome, and a 15-foot electric antenna will be left in place and conveyed with the property. The property contains no wetlands or floodplains. The tract commands outstanding views of surrounding mountains. A helicopter landing provides aerial access, while 1.0 mile of paved woods road provides vehicular access from the main highway.

The Rosebud Administrative Site was originally purchased and developed as a satellite tracking station by the National Aeronautics and Space Administration (NASA) in 1963. Because of its remote location and absence of electromagnetic interference, the facility was renovated for use by the National Security Agency (NSA) in 1981. From 1981 until 1994, the principal use of the facility was collection and processing of intelligence information via satellite and communication systems. Downsizing of the Department of Defense (DOD) resulted in the closing of the site in 1994, at which time the property was transferred to the USDA Forest Service. Since that time the Forest Service has, with DOD assistance, maintained care and custody of the site with an understanding that the property would be exchanged to acquire land benefiting the Smoky Bear National Forest.

39 - Exhibit 07--Continued

The legal description of the land is as follows:

Being a 200-acre parcel of land located on the waters of the Clearwater River, on the east slope of Panther Mountain west of Highway 441 in Bear County. Being that tract of land acquired by the USA from Smoky Senior on May 3, 1963, by deed recorded in Deed Book K, at page 56, Bear County records. Together with an easement for a 40-foot wide right-of-way for an existing road that provides access to the property.

Proposals will be accepted only for the entire 200 acres and improvements located thereon.

The Federal property to be exchanged is acquired National Forest System land administered by the Smoky Bear National Forest.

Information and maps on the Federal tract and improvements are attached as Exhibit A. Exhibit B provides several photographs depicting the property and improvements. (Exhibit A and Exhibit B referred to are not included as part of this handbook.)

NON-FEDERAL LANDS

Non-Federal lands and property to be offered to the Forest Service in exchange for the above described Federal land must be suitable for inclusion in the National Forest System and must be within or adjoining the National Forest boundary in the State of Tennessee. The Forest Service has no authority to exchange for lands outside Tennessee.

Non-Federal lands that will be considered for exchange are those that would provide better management and protection of natural resources for public use and enjoyment. The following kinds of lands will be considered:

- Properties that would consolidate National Forest System lands or interests in lands (such as mineral estates) for more logical and efficient management and use. These include total non-Federal inholdings in the Forest and those mostly bounded by Federal lands.
- Properties that would protect or enhance important watersheds.
- Properties that would protect or enhance important fish and wildlife habitat.
- Properties that would protect and enhance wildernesses and roadless areas.
- Properties that would protect and enhance public recreational opportunities and access.

39 - Exhibit 07--Continued

- Properties that would protect and enhance threatened and endangered species habitat.
- Properties that would provide other multiple use benefits.

A wide variety of these types of non-Federal lands are located within the National Forest boundaries. The Forest Service office in Knoxville maintains maps and landowner contacts for many of these properties and this information will be made available to interested parties. Contact Joe Facilitator at (473) 952-7834 to make an appointment to review this information.

In lieu of offering properties directly, a specific cash offer may be submitted. If selected as the best offer, the non-Federal party would be required to option and buy suitable properties for which the appraised value would be equal to the cash offer. The Forest Service would assist in locating such exchange lands, but the non-Federal party would be expected to pay the cost of an appraisal prepared to Federal standards. Should the non-Federal party buy and assemble a tract or tracts of land for which the total estimated value exceeds the cash offer, the Forest Service may make a cash equalization payment not to exceed 25 percent of the value of the Federal land.

Any party offering to buy unidentified land would be required to set up an escrow account to show good faith and financial commitment within 30 days of being selected. The initial amount in the account shall be not less than five percent of the cash offer and would be used to obtain binding land purchase contracts on properties to be included in the exchange.

PROCEDURES

Two days have been set for tours of the Federal property -- August 30 and September 28. Other times may be available through special arrangements with adequate lead time. Contact Joe Facilitator for more details or information.

Interested parties may submit proposals to the Forest Supervisor, Smoky Bear National Forest, P.O. Box 4411, Knoxville, Tennessee 28844, until 5 p.m., November 15, 1999. Proposals not received by this time will not be considered.

Proposals shall include a detailed letter offering to negotiate an exchange. Unless the proposal is a cash commitment to buy suitable lands for the exchange, proposals should include the following information in order to be responsive:

1. Identification of the owner or owners of the non-Federal property(s) being offered.
2. Legal descriptions and maps of the non-Federal property(s).
3. Title evidence for the non-Federal property(s).

39 - Exhibit 07--Continued

4. A supportable value estimate for the non-Federal property(s), based on an option, contract agreement, or other document of support. A formal appraisal will not be needed.

5. A brief narrative for each property that addresses its resource values. This can include recreation and scenic value, resource values such as wilderness and roadless areas, and value to wildlife, plants, fisheries, and watershed protection.

If necessary, prospective exchange partners will be given the opportunity to refine and clarify their proposals after the initial review.

All proposals will be evaluated by an interdisciplinary team. A detailed description of the evaluation criteria can be found in Exhibit C.

The Forest Service reserves the right to reject all proposals. The Forest Service is under no obligation to accept any proposals and/or may, at any time accept proposals that are in the best interest of the Government, even if such proposals are not among those initially ranked. Should the selected non-Federal exchange party not follow through with their proposal as offered, or otherwise not meet requirements, the Forest Service reserves the right to drop that proposal, and may seek to develop an exchange with the next best offer. Offer proposals that do not meet the basic requirements of the prospectus may be determined to be non-responsive and therefore disqualified from consideration.

The land value of offered proposals must be at least \$1.0 million. Any proposal with an estimated value less than \$1.0 million will be dropped from further consideration.

If the exchange partner and the Forest Service are successful in formulating an exchange, the proposal will be processed according to the existing laws and regulations governing land exchanges with the Forest Service. Selection of a proposal is no guarantee that the exchange will be completed.

Except as noted in the case of cash offers to buy land, values of the non-Federal property offered for exchange will be estimated by the use of supporting documents to be made available by the exchange partner. These could be in the form of options, contracts, appraisals, or other acceptable documents that give an indication of value.

All costs associated with title, land surveys, hazardous substance examinations and environmental analysis will be borne by the non-Federal exchange party.

After the Forest Service completes the review of the proposal, including an equal value determination, and completes the environmental analysis and decision, the exchange partner and the Forest Service will enter into an Exchange Agreement (a binding contract).

39 - Exhibit 07--Continued

The time necessary to consummate the exchange will vary depending upon the complexity. The proposed exchange will be given priority by the Forest Service to ensure expeditious processing, with a goal of completion no later than September 30, 2000.

Exchange parties must be citizens of the United States or corporations incorporated in the United States and legally qualified to deal in real property.

Questions regarding this offer to exchange lands with the Forest Service may be addressed to:

Joe Facilitator
Lands Specialist
Smoky Bear National Forest
1500 Smoky Mountain Highway
Knoxville, TN 28844

Telephone: (473) 952-7834

39 - Exhibit 07--Continued

Exhibit C

ROSEBUD COMPETITIVE EXCHANGE EVALUATION CRITERIA

The following criteria will be used to rank the proposals. An inter-disciplinary team will evaluate the proposals and provide this information to the Forest Supervisor who will make a final selection.

1) COST TO ADMINISTER NON-FEDERAL LAND

Land ranking the highest, having the greatest advantage would:

- a. Consolidate National Forest System lands for more logical and efficient management.
- b. Have little or no cost to identify or maintain the boundaries (inholding).
- c. Contain no obvious resource liabilities (i.e., hazardous substance sites).

2) RESOURCE VALUES ON NON-FEDERAL LAND

Parcels having the greatest combination of the following resource values:

- a. Wildlife and Fisheries Habitat - including game habitat, threatened and endangered species habitat, and fisheries values.
- b. Recreation - including scenic areas, trails, dispersed recreation opportunities, and meeting access needs.
- c. Wilderness and roadless areas protection - including lands within and adjoining such areas.
- d. Watershed protection - including lands that would protect watersheds threatened by development.

No attempt will be made to put a dollar value on these resources, but the committee will rank each parcel based on a combination of the resource values present.

3) ESTIMATED VALUE OF THE NON-FEDERAL LAND

The proposal with the highest estimated value will have a greater advantage.

4) POTENTIAL FOR A SUCCESSFUL EXCHANGE

Proposals with no identified opposition or controversy associated with possible federal ownership and non-Federal parties who demonstrate the financial capability and commitment of resources required to process the exchange in a timely manner will have a greater advantage.

39 - Exhibit 08

USDA - Forest Service
5400 Landownership
5500 Landownership Title Management

FS-5400-41

**LAND DESCRIPTION VERIFICATION
FEDERAL LAND**

<div>Purchase/Exchange Name: _____</div> <div>Forest Name: _____</div> <div>Assessor's Parcel Number: _____</div> <div>County, Town, or Borough: _____ State: _____</div>				
1. Legal Description: (Include subdivision part, Section, Township, Range, Meridian; or lot, block, warrant, parcel, grant, etc., as appropriate.)				
2. Area:	<u>Official</u> (Public Land Survey)	<u>Record</u> (title/deed/county)	<u>Actual</u> (land survey, infor.)	<u>Tax Assessor's</u> (taxing authority)
3. Record Documents:				
4. Comments:				
<p>The legal description for the above described lands, proposed for conveyance by the UNITED STATES OF AMERICA, has been reviewed for technical sufficiency and acceptability for patent or deed purposes and practicability for locating boundary lines.</p> <p>For purposes of acquisition, the acreage is _____ acres.</p> <div style="display: flex; justify-content: space-between; margin-top: 20px;"><div>_____ Land Surveyor, USDA Forest Service</div><div>_____ Date</div></div>				

(attach additional pages as necessary for items 1 thru 4) Page _____ of _____

39 - Exhibit 09

USDA - Forest Service
5400 Landownership
5500 Landownership Title Management

FS-5400-40

LAND DESCRIPTION VERIFICATION NON FEDERAL LAND

Purchase/Exchange Name: _____				
Forest Name: _____				
Assessor's Parcel Number: _____				
County, Town, or Borough: _____ State: _____				
1. Legal Description: (Include subdivision part, Section, Township, Range, Meridian; or lot, block, warrant, parcel, grant, etc., as appropriate.)				
2. Area:	<u>Official</u> (Public Land Survey)	<u>Record</u> (title/deed/county)	<u>Actual</u> (land survey, infor.)	<u>Tax Assessor's</u> (taxing authority)
3. Record Documents:				
4. Comments:				
<p>The legal description for the above described lands, proposed for acquisition by the UNITED STATES OF AMERICA, has been reviewed for technical sufficiency and acceptability for acquisition purposes and practicability for locating boundary lines.</p> <p>Acquisition of the above described lands is recommended based on the legal description referenced thereto, or in Preliminary Title Report / Policy of Title Insurance No. _____, dated _____, and issued by _____</p> <p>For purposes of acquisition, the acreage is _____ acres.</p> <p>_____ Land Surveyor, USDA Forest Service</p> <p style="text-align: right;">_____ Date</p>				

(attach additional pages as necessary for items 1 thru 4) Page _____ of _____

39 - Exhibit 10

AGREEMENT TO INITIATE

U. S. DEPARTMENT OF AGRICULTURE
Forest Service

OMB No. 0596-0105

5430 Exchanges

NF

(non-Federal party)

(exchange authority(ies))

(cite the statute and U.S.C)

(I) We, the _____ (non-Federal party's name and address) _____, Telephone: _____, hereinafter called the non-Federal party, and the Forest Service, U.S. Department of Agriculture, acting through their authorized representatives intend to exchange real property of equal value described in attached Exhibits A and B under the terms and conditions described in the exhibits. It is understood that the basis for value of the exchange properties shall be appraisals which have been approved by the Forest Service. This Agreement to Initiate authorizes each party to enter on lands of the other for such purposes as preparing land value appraisals, land line surveys, wildlife and wetland inventories, and other evaluations deemed necessary by the Forest Service to fully evaluate the effects and merits of the exchange proposal.

It is understood that upon approval of the decision, exchange values, terms and conditions by the appropriate Forest Service official, the parties may enter into an exchange agreement that shall be binding to both parties. It is understood that prior to the exchange agreement, or issuance of a patent or deed by the United States if no exchange agreement is executed, no action taken shall create or establish any contractual or other obligations against the non-Federal party or the United States. Either the non-Federal party or the Forest Service may withdraw from the exchange at any time prior to execution of the exchange agreement, or conveyance from the United States.

Pursuant to Section 206(b) of the Federal Land Policy and Management Act of 1976 (43 U.S.C. 1716), a payment may be required by either party to equalize exchange values. The non-Federal party may reserve such rights as are acceptable to the Forest Service. Any reservations shall be subject to the rules and regulations of the Secretary of Agriculture, where applicable, and such other conditions as may be agreed upon. The reservations and exceptions of the non-Federal party are listed in Exhibit A attached.

39 - Exhibit 10--Continued

If this offer is approved and title accepted by the United States, the non-Federal party agrees to accept, in exchange, that National Forest System land described in Exhibit B attached, subject to the reservations and exceptions shown in Exhibit B attached. Title will be conveyed by Patent/Exchange Deed issued by the USDI-Bureau of Land Management/USDA-Forest Service.

It will be the non-Federal party's responsibility to furnish a good and sufficient title to the property free from objectionable encumbrances. The non-Federal party will convey title by general warranty deed when notified to do so. A policy of title insurance satisfactory to the Office of the General Counsel of the Department of Agriculture will be prepared at the expense of the non-Federal party.

The United States does not furnish title insurance for the property it conveys.

No authorization for compensation for costs assumed pursuant to the provision of 36 CFR 254.7 is provided.

The timeline for processing this proposal and the agreement on responsibility for costs on specific items (36 CFR 254.4(c)(6)) is provided for in Exhibit C (Implementation Schedule) and Exhibit D (Projected Costs and Allocation).

If the non-Federal party is assigned the responsibility of providing appraisals for the Federal and/or non-Federal properties in the Implementation Schedule, execution of this agreement requires the non-Federal party to instruct the Forest Service-approved fee appraiser to simultaneously submit all appraisals to the Forest Service and the non-Federal party. A copy of this Agreement to Initiate may be provided to the appraiser of record and serve as written authorization by the appraiser's client to provide a copy of all appraisals to the Forest Service.

Qualified tenants occupying the non-Federal lands affected by this proposal may be entitled to relocation benefits under 49 CFR 24.2. The non-Federal party agrees to formally notify the Forest Service of any tenants occupying the non-Federal land and provide the Forest Service documentation that the tenant has been notified of the proposed land exchange.

Unless otherwise provided by law or regulation (49 CFR 24.101(a)(1)), relocation benefits are not applicable to owner-occupants involved in exchanges with the United States provided the owner-occupants are notified in writing that the non-Federal lands are being acquired by the United States on a voluntary basis.

Therefore, this Agreement to Initiate serves as that notice and by signing the same, the owner-occupants agree that they are not entitled to relocation benefits.

39 - Exhibit 10--Continued

Each party to this agreement is responsible to provide the other documentation of the existence or non-existence of storage of hazardous substances stored on their respective lands for 1 year or more or disposed of or released on said lands. If evidence of hazardous substances are found, either party may refuse, without liability, to complete the exchange.

No member of Congress, or Resident Commissioner, shall be admitted to any share or part of this proposal or to any benefit that may arise therefrom unless it is made with a corporation for its general benefit (18 U.S.C. 431, 433).

The undersigned is a citizen of the United States or a corporation or other legal entity subject to the laws of the United States or a State thereof. The undersigned is also 21 years old or over and is the owner of the above described offered land or has a firm contract to acquire it.

Notification statement: Public availability of Property-Related Information. Any party who has signed below acknowledges receipt of this notification: All documents pertaining to both Federal and non-Federal lands necessary for the evaluation, processing, and consummation of a land adjustment transaction, including but not limited to appraisals, timber cruises, specialist reports, geology/mineral reports, title and other property information, are subject to public availability pursuant to the Freedom of Information Act (5 U.S.C. 552) and the Privacy Act (5 U.S.C. 552a).

However, it is the general intent of all parties that these land adjustment transaction documents will be considered "pre-decisional working papers" not subject to premature availability prior to the point which concludes evaluation of the proposal through the agency's established, required process and policy.

_____ Date	BY: _____ Non-Federal Party
_____ Date	BY: _____ Authorized Officer U.S. Department of Agriculture Forest Service

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0105. The time required to complete this information collection is estimated to average 3 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

39 - Exhibit 10--Continued

EXHIBIT A

Property that the Non-Federal Party will consider exchanging:

* Principal Meridian, * County, * (State)

(insert non-Federal legal description)

Land reservations of the Non-Federal Party and exceptions to title:

Reservations:

Outstanding Rights:

EXHIBIT B

Property that the U.S.D.A. Forest Service will consider exchanging:

* Principal Meridian, * County, * (State)

(insert Federal legal description)

Land reservations of the U.S.D.A. Forest Service, exceptions to title and uses to be recognized:

Reservations:

1. Reserving to the United States a right-of-way thereon for ditches or canals constructed by the authority of the United States Act of August 30, 1890 (26 Stat. 391; 43 U.S.C. 945). (note: applies to reserved Public Domain)

Outstanding Rights:

EXHIBIT C

IMPLEMENTATION SCHEDULE

(see sec. 39, ex. 02-06)

39 - Exhibit 10--Continued

EXHIBIT D

PROJECTED COSTS AND ALLOCATION

(Optional - use this exhibit when it is appropriate to display specific amounts to be contributed by either party towards common activities, such as appraisal costs being shared equally (50/50), or when there is a desire to demonstrate the proportional sharing overall by displaying total contributions by each party.

Activity	<u>Allocation of Costs</u>		Total
	Forest Service	Non-Federal	
1. Appraisal	\$	\$	\$
2. Survey	\$	\$	\$
3. Title Work & Curative actions	\$	\$	\$
4. Environmental Site Assessment	\$	\$	\$
5. Environmental Analysis (NEPA)	\$	\$	\$
6. Closing (Escrow, Recording)	\$	\$	\$
7.	\$	\$	\$
8.	\$	\$	\$

Totals

Note: Allocation of costs must be linked to Exhibit C - Implementation Schedule and associated assignment of responsibilities. Activities may be broken out as needed to clarify agreement on cost sharing.

39 - Exhibit 10--Continued

EXHIBIT E

ASSEMBLED EXCHANGE

(optional - use only when doing an assembled exchange; the following can be an exhibit or the following can be read into the Agreement To Initiate)

This is an assembled land exchange developed pursuant to 36 CFR 254.5. As such, both the Federal and non-Federal lands are to be appraised in a similar manner.

In this case, the non-Federal party was requested by the Forest Service to secure the non-Federal ownerships for the purposes of the exchange. The various ownerships on the non-Federal side must be appraised as though each is in an individual transaction, and the sum of the individual values of those ownerships will be the non-Federal value of this transaction. The value of the Federal lands is the sum of the value of the various parcels of Federal lands involved in the exchange, each individual parcel valued as though in a separate transaction.

Differences between the physical characteristics of the non-Federal lands and Federal lands may require additional acreage to be added to the transaction by either party to achieve value equalization. If this becomes necessary, the added lands may also be appraised on an individual basis, as described above.

39 - Exhibit 11

SAMPLE THIRD-PARTY LETTER FACILITATOR



United States
Department of
Agriculture

Forest
Service

National Forest

*(Address)

File Code: 5430
Date:

Dear Third-Party Facilitator:

Thank you for your letter of December 10, 1999, in which you offered assistance in two acquisition proposals located within the boundary of the Waterfront National Forest in Wisconsin. We appreciate your willingness to assist in facilitating the acquisition of both the 320 acres Jack property located in section 2 of T44N, R4W and the University of Madison property involving approximately 1,028 acres located in section 36 of T45N, R4W, sections 1 and 2 of T44N, R4W, and in section 31 of T45N, R3W.

The preliminary title evidence and specific public resource information associated with these properties was also recently received from the Region.

Our Forest in consultation with the Region, completed its review of these proposed transactions and concurred that these are potentially desirable additions to the National Forest. However, there are some critical title and case management issues outline below which need to be resolved as a condition of our interest in pursuing these transactions.

1. That the United States receive title to fee simple interest in both properties which in reviewing the preliminary title policy will require the following:

- A. The release of all existing use restrictions created as restrictive covenants involved with the University property.
- B. The securing of all outstanding rights, including mineral interest, on these properties.
- C. That no reservation or provision for continued use of the property by a non-Federal party be included as part of the transaction.

2. We understand that there are older farmstead improvements (house, barn, and shed) on the Jack property. In addition, the University property (Section 36) has 4 or 5 small cabin structures that are in poor condition. All buildings and structural improvements will need to be removed from these properties and any site restoration work completed to the Forest Service's satisfaction prior to closing the transaction.

39 - Exhibit 11--Continued

3. That any hazardous or solid waste materials be removed from the property and site restoration completed to the Forest Service's satisfaction prior to closing the transactions

4. That you work to secure funding for the purchase of these tracts and that the Forest and you document each parties responsibilities for administrative costs such as appraisals, title insurance, closing fees, and so forth.

5. That appraisals be completed by a qualified appraiser acceptable to the Forest Service following instructions prepared by the Forest Service review appraiser. That each parcel (ownership) be appraised as a stand-alone transaction. If multiple year funding is required resulting in phased closings, then each closing will need to be based on the contributory value of the involved property to the larger parcel.

6. Due to the special circumstances involved with the University's title, any closing needs to be structured directly between the University and the United States.

These items are standard procedures and title requirements for Forest Service acquisitions. If there are special circumstances or means of achieving these conditions other than as outlined above, we are certainly willing to consider them, i.e., Dormancy Provision as a means of quieting outstanding mineral interest.

Again, we appreciate your interest and offer to act as an independent third-party facilitator in these transactions. We look forward to working with all parties in addressing the items noted above and the consummation of a mutually acceptable transaction.

Sincerely,

Forest Supervisor
_____ National Forest



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Printed on Recycled Paper



39 - Exhibit 12

PUBLICATION NOTICE



United States
Department of
Agriculture

Forest
Service

National Forest

*(Address)

File Code: 5430

Date:

____ Publishing Company
____ (address)

Dear Editor:

Enclosed is a land exchange notice to be published in your (date), (date), (date), (date), issues. This publication is requested on behalf of (non-Federal party) or (United States) of (address). The bill for this service should be sent to (non-Federal party) or (National Forest) at (address).

I would like to review the proof prior to publication. Please fax me a copy of the publication notice. My fax number is (fax number).

Please forward a copy of the first and last publication of this notice to me at (address). Upon receipt of payment from (non-Federal party) or (United States), please send the original Affidavit of Publication to my office.

Sincerely,

Forest Supervisor
____ National Forest



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39 - Exhibit 13

NOTICE OF EXCHANGE PROPOSAL
LAND-FOR-LAND EXCHANGE

Notice is hereby given that the Forest Service (FS), United States Department of Agriculture, is considering an exchange of land (interests in lands) with (non-Federal party) under the authority of the Act of (insert authorities). The lands (interests in lands) under the jurisdiction of the FS that are being considered for exchange are described as:

(legal description, NF System unit, county, and State)

The non-Federal lands (interests in lands) are described as:

(legal description, NF System unit, county, and State)

Any or all of the above-described lands (or interests in lands) may be exchanged if the values are equal. If the values are unequal, either party may equalize the values by making a cash payment, not to exceed 25 percent of the value of the lands (interests in lands) transferred out of Federal ownership.

The Forest Service proposes to acquire land with floodplains associated with the _____ River, _____ Creek, and/or _____ Gulch. The Forest Service proposes to exchange lands with floodplains associated with the _____ River, _____ Creek, and/or _____ Gulch.

The Federal lands have been segregated from appropriation under the public land laws and mineral laws for a period not to exceed 5 years from the date of the publication of this notice. (If applicable.)

Persons claiming such properties or having valid objections to this proposed exchange must file their claims or objections with the (Forest Supervisor) (Regional Forester), Forest Service, United States Department of Agriculture, _____ (address) _____, within 45 days after the initial date of publication of this notice.

Publication dates: _____, _____, _____, _____, 20__.

39 - Exhibit 14

NOTICE OF EXCHANGE PROPOSAL
LAND-FOR-LAND EXCHANGE

Notice of Exchange Proposal
Land-for-Timber Exchanges

Notice is hereby given that the Forest Service, United States Department of Agriculture, is considering an exchange of an equal value of National Forest timber with (non-Federal party) for land under the authority of the Acts of (insert authorities).

The timber will be cut on (name) National Forest lands within (name) County, State of (name). The land of (non-Federal party) under consideration is described as (legal description) in the (National Forest System unit, county, State). Any or all of the above-described lands may be exchanged.

The Forest Service proposes to acquire land with floodplains associated with the _____ River, _____ Creek, and/or _____ Gulch. The Forest Service proposes to exchange lands with floodplains associated with the _____ River, _____ Creek, and/or _____ Gulch.

Persons claiming such properties or having valid objections to this proposed exchange must file their claims or objections with the (Forest Supervisor) (Regional Forester), Forest Service U.S. Department of Agriculture, _____ (address) _____, within 45 days after the initial date of publication of this notice.

Publication dates: _____, _____, _____, _____, 20__.

39 - Exhibit 15

AMENDMENT TO EXCHANGE NOTICE

Notice is hereby given that the Forest Service, USDA, is continuing to consider a land exchange under the authorities of (add authorities). The exchange involves non-Federal lands in (name of county, State, and National Forest System unit) and Federal lands in (name of county, State, and National Forest System unit). The original Notice of Exchange was published in (name of newspapers or publishing company) on (list all four publication dates).

One tract of non-Federal land has been added to those previously described. It is: (insert legal description).

Persons claiming such properties or having valid objections to this proposed exchange must file their claims or objections with the Forest Supervisor, USDA Forest Service, (name and address of Forest) within 45 days after the initial date of publication of this notice.

Publication dates: _____, _____, _____, _____, 20____.

AFFIDAVIT OF PUBLICATION

AFFIDAVIT OF PUBLICATION	
<p>STATE OF _____</p> <p>COUNTY OF _____</p> <p>I, <u>(name & title)</u> being first duly sworn, depose and say that I am the principal clerk of the publisher of the <u>(name of publishing company)</u>, a newspaper of general circulation, as defined by <u>(State law reference)</u>, printed and published at <u>(name of city/town)</u> in the aforesaid county and State; that the exchange notice, a printed copy of which is hereto annexed, was published in the entire issue of said newspaper for 4 successive and consecutive weeks in the following issues:</p> <p style="padding-left: 40px;">(date), (date) (date) (date)</p> <p>Total Cost: \$ <u>(cost of publication)</u> <u>(signature of authorized person)</u></p> <p>Subscribed and sworn to before me this ____ day of _____, 20__.</p> <p>Notary Public for the State of _____ My commission expires <u>(date)</u>.</p>	<p>(COPY OF NOTICE TO BE PASTED HERE)</p>

CONGRESSIONAL NOTIFICATION



United States
Department of
Agriculture

Forest
Service

National Forest

*(Address)

File Code: 5430

Date:

Honorable
(address)

Dear (name):

(insert non-Federal exchange party), and the United States, by and through the Forest Service, U.S. Department of Agriculture, has signed an Agreement to initiate for an exchange, under the authority(ies) involving the following described lands:

Federal Land

(insert legal description)

Containing _____ acres more or less.

Non-Federal Land

(insert legal description)

Containing _____ acres more or less.

The Forest Service will formally evaluate this exchange proposal through the National Environmental Policy Act (NEPA) procedures, which includes public involvement. A decision to complete the exchange will need to be based on overall public benefits. If a decision is made to consummate the exchange, the involved Federal and Non-Federal lands will be conveyed based on equal value, which will be determined by appraisals, which meet Federal standards and that have been reviewed and approved by the Forest Service.

If you have any questions, please call me at (insert telephone number). If you wish to comment on this proposal, please respond by (insert date).

Sincerely,

Authorized Officer's Name, Title



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39 - Exhibit 18

GRAZING PERMITTEE NOTIFICATION



United States
Department of
Agriculture

Forest
Service

National Forest

*(Address)

File Code: 5430

Date:

(name and address of grazing permittee)

Dear (name of permittee):

The Forest Service is evaluating a land exchange proposal on the (name of Forest) National Forest. In this proposal, the National Forest System lands within (legal description) are being considered for conveyance to (name of non-Federal exchange party). These Federal lands are within the _____ Allotment(s), for which you hold Term Grazing Permit Number _____.

We are in the preliminary stages of this exchange proposal. It may be several months before a final decision is made. Federal regulations at 36 CFR 222.4(a)(1) require that except in emergencies, the Forest Service notify holders of term grazing permits 2 years in advance of any proposal, including land exchanges, which could result in National Forest System lands being devoted to another public purpose which excludes livestock grazing. This letter serves as the required notification.

The 2-year notice requirement in 36 CFR 222.4(a)(1) may be waived by the permittee. Although this exchange is in the early stages, we hope to complete our evaluation and issue a decision within a shorter period than the 2-year timeframe provided by this notice. While it is not required, it would greatly simplify matters for all parties concerned if you would voluntarily waive the 2-year notification requirement and sign, date, and return the enclosed 2-Year Notification Waiver Form in the envelope provided not later than _____. If you sign and return this form, should a decision be made to consummate this exchange in less than 2 years, you would be expected to remove your livestock from the allotment (or portion of allotment) at the same time that the National Forest System land is conveyed out of Federal ownership. We will provide you with at least 45-day advance notice of when the exchange would be consummated. At the same time, we would modify or cancel your Term Grazing Permit, whichever is applicable.

39 - Exhibit 18--Continued

We would also welcome any comments you have concerning the exchange proposal. If you have questions, please contact (name, office, telephone number).

Sincerely,

Authorized Officer's Name

Title

Detach, sign and return to:

(Authorized Officer)

(National Forest)

(Address)

(City, State, Zip code)

2 YEAR NOTIFICATION WAIVER FORM

I, (permittee name), voluntarily agree to receive less than a 2-year notification as required under 36 CFR 222.4(a)(1) concerning the land exchange involving National Forest system lands identified as _____, and within the _____ Allotment(s), which I currently am authorized to graze under Term Grazing Permit Number _____.

Permittee Signature

Date



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SAMPLE CULTURAL RESOURCE RESERVATION

The United States Department of Agriculture, Forest Service reserves unto itself all right and title to any and all artifacts associated with Archaeological Site _____, located at _____, and reserves the right to enter onto the property for the period of time commencing _____ and ending _____, to inspect the condition of the artifacts and the associated surface, and to remove said artifacts at any reasonable time upon written notice to the owner of record.

The Grantee, successors, heirs, and assigns covenant to maintain and preserve and not disturb the ground surface, or permit any action to be undertaken which may affect the archeological value of Archaeological Site _____ without the express prior written permission of the United States Department of Agriculture, Forest Service signed by a fully authorized representative thereof.

The Parties agree and acknowledge that the photograph(s) attached hereto as Exhibit "A" or preserved by the Regional Forester represent the condition of the site at the time of the grant of this covenant.

In the event of violation of any of the conditions, covenants, or restrictions in this instrument, whenever reasonably possible, the United States Department of Agriculture, Forest Service will serve notice upon the owner of record, to cure such violation. In the event the violation is not cured within a reasonable time or that circumstances do not permit notice, the United States Department of Agriculture, Forest Service may enjoin said violation or take any other appropriate legal action. The owner of record will be responsible and liable for all legal costs and expenses incurred in connection with such a suit, including but not limited to court costs and attorney fees.

The United States Department of Agriculture, Forest Service may at its discretion, without prior notice to the Grantee, convey and assign all or part of its rights and responsibilities contained herein to a third party.

The failure of the United States Department of Agriculture, Forest Service to exercise any right or remedy granted under this instrument shall not have the effect of waiving or limiting the exercise of any other right or remedy or the use of such right or remedy at any other time.

39 - Exhibit 19--Continued

If the appropriate Regional Forester determines that protection for Archaeological Site _____ or any part thereof is no longer needed or necessary, the reserved rights, together with attendant protective covenants, shall terminate. Evidence for such termination shall be a statement in recordable form furnished by the appropriate Regional Forester to the Grantors, their heirs, successors, or assigns in interest.

This reservation and accompanying covenants shall be a binding servitude upon the above-described property and shall be deemed to run with the land. Execution of this deed shall constitute conclusive evidence that the Grantee agrees to be bound by the foregoing reservation, conditions, and restrictions and to perform the obligations set forth herein.

39 - Exhibit 20

DISCLAIMER OF OWNERSHIP
(Personal Property)

Forest Supervisor
____ National Forest
(address)

Dear Forest Supervisor:

I hereby certify that I am the legal landowner of the following described property, which is being exchanged to the United States:

____ (insert legal description)

The following item(s) is/are located on this property:

____ (describe personal property)

I hereby disclaim (choose from the following options or add appropriate language):

- ☐ any knowledge as to prior placement of these items, and/or
- ☐ any interest in the above-listed property or in its disposal.

(Non-Federal Party's Name)

____ (date)

SAMPLE FLOODPLAIN AND WETLAND ANALYSIS REPORT

This is an evaluation of the proposed land exchange of about 1,630 acres of non-Federal land in Bear Canyon watershed for about 1,708 acres of Federal lands in Trail Creek for wetland and floodplain effects. This evaluation is required by FSM 2527 and is intended to be an appendix to the environmental assessment on the proposed action.

1. Findings. There is a net gain to the United States of about 29 acres of seasonal wetlands and a net gain of 1.3 miles (8 acres) of stream floodplains from the proposed exchange. No hazards to life or property are known to exist in the wetland or floodplain areas involved. There is an abundance of these kinds of areas within both watersheds.

2. Methodology. Review of orthophotographs and color aerial photographs of 1:15,840 scale was made. Streams within the appropriate areas were noted and 6 acres per mile was assigned to them for the 100-year floodplain. Visual observations were made during a field visit to the area.

3. Information Search. Based on earlier contacts with other Federal and State officials it was known that no floodplain mapping or other hydrologic information exists for the exchange areas.

4. Hydrologic Evaluation. All but three parcels involve only first order tributaries to Bear Canyon, Trail, and Goose Creeks. These tributaries are usually less than 1 square mile in size and many do not flow yearlong. Several have been logged. Channel conditions appear to be good.

Bear Canyon Creek flows through parcels in Sections 8, 21, and 28 in T3S, R7E as a fairly stable third order stream, draining about 7 square miles. The 100-year peak flow of this stream in Section 8 is estimated to be 125 cubic feet per second (cfs), which would inundate a floodplain generally 25-30 feet wide. It is a 3 willow-alder bottom stream in that area.

Trail Creek drains about 6 square miles above Section 2, T4S, R7E. Some of its watershed has been clearcut. Watershed conditions are rated fair in this drainage because of the large extent of erosive soils and high sediment yields.

Normal peak flows occur from snowmelt runoff in May or June, while the larger peak flows once in 100 years result from heavy rainfall on a melting snow pack. The 100-year peak flow is estimated to be twice as much as the annual peak, based on records from a U.S. Geological Survey stream gauging station on nearby Hyalite Creek.

39 - Exhibit 21--Continued

5. Floodplain Evaluation. The 100-year floodplain on all first order tributaries is estimated to be less than 20-feet wide in general. On Bear Canyon Creek, the 100-year floodplain is estimated to be generally less than 30-feet wide except where gradients are lower than average where it could be up to 50-feet wide. The 100-year floodplain on Trail Creek in Section 2 is about 25-feet wide and is well timbered. There are no critical facilities located on lands under consideration or downstream of them.

On-site values are generally related to wildlife and fish habitat, recreation, and the natural functioning of this watershed to provide water for domestic livestock, wildlife, and irrigation downstream. Natural erosion rates are fairly high in much of the area and land flows are common in upper Bear Canyon and Trail Creeks. Hence, sediment yields and water turbidity are both fairly high for mountain watersheds.

6. Wetlands Evaluation. There are about 44 acres of wetlands or surface waters on the non-Federal lands, mostly in Sections 21 and 28. The old Cooper Reservoir presently consists of 10 acres of sedge meadow and about 2 acres of muddy surface water. On the National Forest lands in Trail Creek, there are about 15 acres of wetlands and no surface ponds or lakes. These are also good wildlife habitat.

The table below shows the amount of wetland acres or stream (floodplain) miles in each parcel of land:

NON-FEDERAL LANDS			FEDERAL LANDS		
Parcel	Wetlands (Acres)	Floodplains (Miles)	Parcel	Wetlands (Acres)	Floodplains (Miles)
Sec. 32	0	0.0	Sec. 22	1	0.0
Sec. 33	0	0.0	Sec. 26	9	1.1
Sec. 4	2	0.9	Sec. 34	5	0.6
Sec. 8	0	1.3	<u>Sec. 2</u>	<u>0</u>	<u>1.0</u>
Sec. 9	0	0.0	Totals	15	2.7
Sec. 17	4	0.0			
Sec. 20	3	0.5			
Sec. 21	15	0.9			
<u>Sec. 28</u>	<u>20</u>	<u>0.4</u>			
Totals	44	4.0			

From my knowledge and evaluation of this area, the proposed exchange would result in a net gain in both wetlands and floodplains and is therefore consistent with E.O. 11988 and E.O. 11990, 1980 OGC guidance, and FSM 2500 direction.

Title

Date

39 - Exhibit 22

RIGHTS ACCRUED UNDER THE GENERAL MINING ACT OF 1872

Subject to any valid existing rights of the Casey Fraction No. 2 and Casey Fraction No. 4 lode mining claim locations, MMC 164708 and MMC 164709, respectively, insofar as they occupy lot 6, section 2, T. 4 N., R. 2 E., Black Hills Meridian, South Dakota.

SAMPLE DECISION NOTICE AND FINDING OF NO SIGNIFICANT IMPACT

DECISION NOTICE

AND

FINDING OF NO SIGNIFICANT IMPACT

FOR

WILLIAM HARRIS LAND EXCHANGE

USDA Forest Service Southern Region
Pisgah National Forest
Jackson and Transylvania Counties, North Carolina

INTRODUCTION

The Environmental Assessment (EA) for this exchange is available for public review at the Highlands Ranger District Office in Highlands, North Carolina. The EA discusses the proposal to exchange 142.68 acres of National Forest System lands for 125.34 acres of privately owned land. Several alternatives were considered; some were eliminated from a detailed analysis because they were not acceptable to all parties involved in the exchange. The range of alternatives was narrowed to three that were acceptable to all parties. These three alternatives were analyzed in the EA.

Purpose And Need For This Project:

The objectives of this action are to provide additional protection to the Whitewater River watershed, to consolidate National Forest ownership providing for more efficient management of these lands, and to place in private ownership a parcel that is not well suited for National Forest management, due to adjacent private development, and increasing development pressure surrounding the Federal tract.

DECISION

Based on the results of the analysis documented in the EA, it is my decision to implement Alternative A that involves the exchange of approximately 142 acres of National Forest land in Jackson County, identified as Tract P-603, for 4 tracts of private land in Jackson and Transylvania Counties, identified as Tracts P-602, P-602a, P-602b, and P-602c, containing approximately 125 acres. These properties are located in the vicinity of U.S. Highway 54 and the Whitewater River.

DECISION RATIONALE - PUBLIC BENEFIT DETERMINATION

This decision best meets the purpose and need for the project, responds to public issues, and minimizes overall disturbance to Federal resources. My reasons for proceeding with this action and selecting Alternative A, which also summarizes my determination of public interest, are as follows:

1. This exchange will consolidate National Forest ownership. Four private tracts adjacent to or near the Whitewater River will be acquired, reducing the potential for boundary encroachments and eliminating inholdings. It places in non-Federal ownership a Federal parcel that is surrounded on 3 sides by private land, and already developed on 2 sides.
2. This exchange will place land adjacent to the Whitewater River into public ownership, thereby protecting 2.0 miles of the Whitewater River riparian corridor from future development and will protect the long-term water quality of the Whitewater River and its associated riparian wildlife habitats. The exchange will result in a net gain of 20.0 acres of wetland and 4.3 acres of floodplain.
3. There will be no cumulative effect or loss of viability across the Forest for any proposed for listing, endangered, threatened or sensitive species (PETS) or forest concern species with the implementation of this project.
4. The exchange will provide critical habitat to the endangered Blue Ridge Black Bear.
5. There are both positive and negative effects on landowners adjacent to the tracts involved and to the general public. However, the negative effects appear to be minimal and limited in scope.
6. The exchange would result in an overall decrease of 9 acres of public ownership. There would be an increase of approximately 42.5 acres of private ownership in Jackson County and a decrease of approximately 33.5 acres of privately owned property in Transylvania County.
7. The exchange would cause little change in views from vistas such as Whiteside Mountain since the Federal tract being traded is substantially screened from view by Terrapin Mountain.
8. Public access to the Whitewater River, a native trout stream with several significant waterfalls, will be enhanced.

39 - Exhibit 23--Continued

9. The intended use of the conveyed Federal land will not substantially conflict with established management objectives on adjacent National Forest land. Local county zoning and ordinances will regulate the amount and type of future development on the property. These ordinances will adequately protect the resources and will not result in a significant effect on the character of the area, water, air, or visual quality, wildlife, or other resources.

10. The resource values and the public objectives served by the non-Federal lands to be acquired exceed the resource values and the public objectives served by the Federal lands to be conveyed.

This exchange meets the equal value requirements of 36 CFR 254.3. The Federal land has an approved value of \$998,760 and the non-Federal land has an approved value of \$1,063,000. A cash equalization payment of \$64,240 will be made to the non-Federal party as provided under 36 CFR 254.12.

Other Alternatives Considered:

Alternative B, a no-action alternative: In this alternative, the exchange would not occur. This alternative was not selected because it does not meet the purpose and need for the action as described in the EA. Alternative C, a modified action, was not selected because it would result in the Forest Service acquiring less than the entire non-Federal lands, creating an irregular ownership pattern and remnant non-Federal inholding.

Alternatives Considered But Not Carried Forward for Further Analysis:

Purchase the non-Federal lands:

Obtain necessary funds to purchase the land. Secure monies needed to purchase land from the Land and Water Conservation Fund (LWCF).

This alternative has been dropped from further consideration due to the following:

- The non-Federal party is not willing to sell the land to the Forest Service in this particular situation, as documented in their letter dated April 25, 2000. The owner has and intends to maintain a long-term land base adjacent to the Federal lands.
- The Pisgah National Forest has not been competitive for Land and Water Conservation Funds (LWCF) needed to purchase land. Such funds are currently not available.

39 - Exhibit 23--Continued

Deed Restrictions:

Based on input received for this proposal and others, I have also considered an additional alternative that was not evaluated in the Environmental Assessment. It has been suggested that the use of deed restrictions on part or all of the Federal parcel may be appropriate.

Forest Service direction for use of deed restrictions is found at several locations, including:

(a) Forest Service Manual 5474, Deed Restrictions and Conditions.

In conveyances of National Forest System lands, in addition to reservations, it may be necessary to apply specific limiting conditions to manage effectively or to protect National Forest System lands and resources.

(b) Federal Register Notice of March 8, 1994, Part II, Department of Agriculture, Forest Service. 36 CFR 254 Land Exchanges; Final Rule.

A review of the specific comments for 36 CFR 254.3 (h) Reservations or restrictions in the public interest provide an indication of the intent of this regulation. It contains references to “protecting critical interests” and restrictions to protect “any federal interests”. The regulation itself states that “(t)he use or development of lands conveyed out of federal ownership are subject to . . . all laws, regulations and zoning authorities of State and local governing bodies”.

(c) Forest Service Handbook 5409.13, section 33.41c.

Consider restriction or covenants on Federal lands when needed to protect the public interest; i.e., to comply with law, regulatory requirements, and Executive orders or when the intended use of the conveyed Federal land would substantially conflict with established management objectives on adjacent Federal lands. The needs to retain restrictive covenants on the Federal land are to be supported by the NEPA analysis. The potential effect of covenants on market value and future administrative cost needs to be considered when evaluating proposals. Remove Federal lands from the proposal when covenants on the Federal land appear to be warranted which would measurably reduce the value of the Federal lands and or would create a significant administrative burden on the United States.

39 - Exhibit 23--Continued

Forest Service direction indicates that deed restrictions are to be retained in those instances when necessary to protect critical Federal interests. Neither scoping nor evaluation of the Federal land by specialists identified any critical resources or National Forest lands in need of protection through deed restrictions. In addition, the use of deed restrictions is not consistent with the Forest Service goal of improving the effectiveness and efficiency of its management. The Forest has identified these properties for disposal because of their intermingled status with private land, which makes management complicated and costly. Administration of deed restrictions can be extremely complicated, time consuming, and expensive, resulting in a potential decrease in management efficiency, instead of the intended increase.

Finally, deed restrictions are not imposed to protect property interests on adjacent private property. The Forest Service has long taken the position that zoning and regulation of uses on private land are within the responsibility of State and local governments. Local authorities are in the best position to determine appropriate uses of private land. The Forest Service has neither the legal authority or responsibility to substitute deed restrictions for local zoning controls. Local governments have traditionally agreed and insisted that such decisions be left to them.

Based on the finding that conveyance of the Federal property with deed restrictions is not applicable to comply with law, Executive order, policy, and regulation, and is beyond the scope of Forest Service responsibility, this alternative was dismissed from further consideration. It is "unlikely to be implemented" and thus, merited no further consideration.

PUBLIC INVOLVEMENT

The public was notified of the proposed exchange by a legal notice appearing for a 4-week period in The Highlander and Cashiers Crossroads Chronicle between October 18 and November 13, 1996. In addition, 63 letters were mailed to people identified on the district mailing list as being interested in this type of project or in this area of the district. Of the 11 responses received, 2 were negative. After the appraisal was completed on the properties, it was determined that additional private properties were needed to make the values equal. A legal notice, which ran for 4 weeks, between June 12 and July 3, 1998, was placed in The Highlander. In addition, 13 letters were mailed to people identified on the project mailing list on June 10, 1998. One response, in favor of the project, was received. The environmental assessment (EA) was mailed to agencies and individuals who had shown an interest in the project on August 20, 1998. Also, a legal notice in The Highlander on August 18, 1998 that the Environmental Assessment (EA) was prepared for this project and available for a 30-day review period notified the public. Of the 3 persons responding, none were opposed to the project and no additional issues were raised.

FINDING OF NO SIGNIFICANT IMPACT

The actions of Alternative A are consistent with the Nantahala/Pisgah Land and Resource Management Plan, as amended (LRMP). The following describes my reasoning for the finding:

1. The actions in Alternative A are consistent with the LRMP because the project is feasible and reasonable, and meets the LRMP's overall direction of protecting the environment while producing goods and services.

2. The actions of the project are consistent with the LRMP's management objectives given in Chapter III. The objectives of this land exchange meet the Standards and Guidelines (S & G) discussed on page III-25 of the LRMP. This exchange specifically meets the S & G's referring to exchanging lands to provide for access opportunities and for efficiency of management.

I have determined that these actions are not a major Federal action, individually or cumulatively, and will not significantly affect the quality of the human environment. Therefore, an environmental impact statement is not needed. This determination is based on the following factors:

1. Public health and safety are minimally affected by the proposed actions.
2. There are no known significant irreversible resource commitments or irretrievable loss of timber production, wildlife habitats, soil production, or water quality.
3. There are no known significant cumulative effects between this project and other projects implemented or planned on areas separated from the affected area of this project.
4. The physical and biological effects are limited to the exchange areas or the immediate vicinity.
5. These actions do not set a precedent for other projects that may be implemented to meet the goals and objectives of the LRMP.
6. The exchange complies with Executive Orders 11988 and 11990 (floodplains and wetlands).
7. No proposed endangered, threatened, or sensitive species will be adversely affected.
8. The effects on the quality of the human environment are not likely to be highly controversial.

39 - Exhibit 23--Continued

9. There are no known effects on the human environment that are highly uncertain or involve unique or unknown risks.

10. The actions do not threaten a violation of Federal, State, or local law or requirements imposed for the protection of the environment.

11. There are no known cultural resources affected.

12. There are no known hazardous waste locations on either the federal or private tracts.

APPEAL RIGHTS

This decision is subject to appeal pursuant to 36 CFR 215.7. Any written notice of appeal of this decision must be fully consistent with 36 CFR 215.14 "Content of Notice of Appeal", including reasons for appeal, and must be filed with the Appeal Deciding Officer at this address: USDA Forest Service, Southern Region, ATTN: Appeals Deciding Officer, 1720 Peachtree Road, N.W., Suite 876S, Atlanta, GA 30367-9012. Appeals must be postmarked or received within 45 days of the date of publication of the legal notice in The Highlander, Highlands, North Carolina.

IMPLEMENTATION

If no appeal is received, implementation of this decision may occur on, but not before, 5 business days following the close of the appeal filing period. If an appeal is received, implementation may not occur for 15 days following the date of appeal disposition.

SECRETARY APPROVAL AND CONGRESSIONAL OVERSIGHT

Pursuant to 36 CFR 254.14, this decision is subject to the Secretary of Agriculture's approval, and the required 30-day congressional oversight.

For additional information concerning this decision or the Forest Service appeals process, contact Smoky Bear, Highlands Ranger District, 2010 Flat Mountain Road, Highlands, NC 28741, telephone number (727) 826-6835.

Forest Supervisor

Date

Pisgah National Forest

SAMPLE CATEGORICAL EXCLUSION DECISION

**LAND EXCHANGE DECISION MEMO
LAND-FOR-TIMBER EXCHANGE**

**USDA-Forest Service, Eastern Region, Manistee National Forest
Manistee Ranger District
Mason County, Michigan**

I. DECISION

Description of Decision

My decision is to consummate a land-for-timber (tripartite) exchange in which the United States will acquire two non-Federal tracts of land located in Mason County. Timber stumpage receipts derived from the Big Pine Timber Sale, also located in Mason County, are to be utilized as consideration in exchange for the non-Federal lands. These exchanges involve three parties; the United States, a non-Federal landowner, and timber sale contractor. The contractor pays for and cuts the designated timber in accordance with the provisions of the National Forest timber sale contract. The amount paid by the purchaser is not affected in any way by the tripartite exchange. The United States acts as a broker for contractor payments which are turned over in exchange for land, or interest in land, owned by the non-Federal landowner. Timber sale contracts that contribute a portion of their funds to tripartite exchanges must have, or be amended to include, an enabling Special Provision. The currently approved provision is Provision C (T) 8.71 (4/99). This provision states:

Purchaser agrees that timber values for which cash payment is required under BT4.0 may be applied to any land exchange transaction authorized by law under which the owner of the offered lands agrees to accept a money value of timber sold for the value of land granted to the United States.

Through the language of this provision, the sale purchaser agrees that the cash paid for timber value may be applied to any land exchange transaction authorized by law.

The private tracts are located in Mason County, Freesoil Township. Tract 1 is described as the SE $\frac{1}{4}$ of Gov't Lot 6, Section 1, T20N, R16W, containing 10.3 acres and Tract 2 is described as the SE $\frac{1}{4}$ NE $\frac{1}{4}$ NE $\frac{1}{4}$, Section 11, T20N, R16W, containing 10 acres.

This decision will be implemented through a deed of conveyance that meets the requirements of the Secretary of Agriculture and the Attorney General of the Department of Justice.

39 - Exhibit 24--Continued

Purpose of Decision

Acquisition of these two private tracts contributes toward accomplishment of the Forests' Plan Desired Future Conditions because they adjoin existing National Forest System land, improving the ability of the Forest Service to implement ecosystem management objectives in the area. Acquisition of these properties will reduce the need for special use permits for a power line and telephone line. The Forest has been acquiring small, forested tracts like these in the Hoag Lake area, consolidating ownership and facilitating management of National Forest lands.

The proposal is consistent with the approved Forests' Land and Resource Management Plan. The lands are located in Management Area (MA) 4.2, Roaded Natural Sandy Plains and Hills. The first land acquisition priority in this MA is to provide areas of 1,000 acres or more in National Forest ownership. The second land acquisition priority is to acquire lands to provide needed access routes, improve the ownership pattern, and eliminate or prevent incompatible uses (refer to page IV-108).

The authority for processing this exchange is the Weeks Act of March 1, 1911, as amended, the Federal Land and Policy and Management Act of October 21, 1976, as amended, and the Federal Land Exchange Facilitation Act of August 20, 1988.

The approved value of Tract 1 is \$18,000.00 and the approved value of Tract 2 is \$17,000.00.

Attempts to acquire the tracts by land-for-land exchange were unsuccessful. Both owners live in other states and are not interested in a land-for-land exchange.

II. REASONS FOR CATEGORICALLY EXCLUDING THE DECISION

Decisions may be categorically excluded from documentation in an environmental impact statement or environmental assessment when they are within one of the categories identified by the U.S. Department of Agriculture in 7 CFR part 1b.3 or one of the categories identified by the Chief of the Forest Service in Forest Service Handbook (FSH) 1909.15 sections 31.1b or 31.2 and there are no extraordinary circumstances related to the proposed action.

Category of Exclusion

This project is within category 31.1b(7) that includes "Sale or exchange of land or interest in land and resources where resulting land uses remain essentially the same." No Federal lands will be conveyed in this transaction. The private tracts are currently undeveloped and owned by absentee landowners who had used the land for occasional hunting and picnicking. The adjoining National Forest System land is currently being managed for similar purposes and objectives.

Relationship to Extraordinary Circumstances

Steep Slopes or Highly Erosive Soils - Rolling to flat, the terrain is conducive to the activities included in the decision. The soils present are highly resistant to erosion. This is supported by topographical map review and field visits. Similar past projects in this area were determined to have no significant soil-related impacts.

Threatened and Endangered Species or Their Critical Habitat - The Endangered Species Act requires that federal activities do not jeopardize the continued existence of any species federally listed or proposed as threatened, or endangered, or result in adverse modification to such species' designated critical habitat. In accordance with Section 7 of this Act, a list of the listed and proposed, threatened, or endangered species that may be present in the project area was requested from the U. S. Fish and Wildlife Service.

Since no federally listed or proposed threatened or endangered currently exist on the tracts, it was determined that this decision will have 'no effect' on listed species or their critical habitats.

Floodplains, Wetlands, or Municipal Watersheds

Floodplains - Executive Order 11988 is to avoid adverse impacts associated with the occupancy and modification of floodplains. Floodplains are defined by this order as, “. . . the lowland and relatively flat areas adjoining inland and coastal waters including flood prone areas of offshore islands, including at a minimum, that area subject to a one percent or greater chance of flooding in any given year”.

The private tracts are not located in or near floodplains. This has been validated by map and site-review.

Wetlands - Executive Order 11990 is to avoid adverse impacts associated with destruction or modification of wetlands. Wetlands are defined by this order as, “. . . areas inundated by surface or ground water with a frequency sufficient to support and under normal circumstances does or would support a prevalence of vegetative or aquatic life that requires saturated or seasonally saturated soil conditions for growth and reproduction.”

The private tracts do not contain any wetlands. This has been validated by map and site-review.

Municipal Watersheds - Municipal watersheds are designated by Congress and managed under multiple use prescriptions in forest plans.

The private tracts are not located within a municipal watershed.

39 - Exhibit 24--Continued

Congressionally Designated Area

Wilderness - The private lands are not in or near wilderness. The only wilderness area within the Huron-Manistee National Forests is Nordhouse Dunes and it is located 20 miles southwest of the tracts. This decision does not affect wilderness.

Wilderness Study Areas - There are no wilderness study areas on the Forests. This decision will not affect wilderness study areas.

National Recreation Areas - There are no National Recreation Areas on the Forests. This decision will not affect National Recreation Areas.

Inventoried Roadless Areas - There are no inventoried roadless areas in the decision area. This decision will not affect inventoried roadless areas.

Research Natural Areas - There are no Research Natural Areas (RNAs) in the decision area. The closest RNA, Timmerman Lake Candidate RNA, is 15 miles northwest of the tracts. This decision will not affect RNA's.

Native American Religious or Cultural Sites, Archaeological Sites, or Historic Properties or Areas - No tribal concerns were identified for this project.

No other extraordinary circumstances related to this action were identified.

Scoping was conducted on the proposed land-for-timber exchange. Legal notice advertising the proposal for 4 consecutive weeks was placed in the Ludington Daily News that serves Mason County. Letters were sent to the congressional delegation, all counties on the Manistee National Forest, affected township government, tribal governments, and other individuals who have expressed interest in the land adjustment program. Copies of the letters and Affidavit of Publication are attached.

The involved county governments were notified and no comments were received on this project on or before the close of the comment period.

Land-for-timber exchanges do have a potential economic affect on the receipts to the local counties from the 25% Fund. The economic impact of the exchange is attached and shows the total timber program and the anticipated receipts to the counties. The total approved value of the tracts is \$35,000.00. This will result in a loss to the counties within the Manistee National Forest from the 25% Fund of about 2 cents per acre. Mason County will also lose approximately \$189.00 in loss of ad valorem tax payments.

It is my finding that there are no extraordinary circumstances and that this action would not individually or cumulatively have a significant effect on the quality of the human environment.

III. FINDINGS REQUIRED BY AND/OR RELATED TO OTHER LAWS AND REGULATIONS

My decision will comply with all applicable laws and regulations. I have summarized some pertinent ones below.

Weeks Act of March 1, 1911 - This Act authorizes the exchange of National Forest timber having acquired land status for private lands which are chiefly valuable for regulation of the flow of navigable streams or for timber production.

Federal Land Policy and Management Act of 1976 (FLPMA) - This Act supplements the applicable exchange act. It provides for the exchange of land or interests in land, requires that the lands and timber be located in the same State, requires that the State and local needs be considered, requires that values be equal, requires that exchanges be in the public interest and limits exchanges to United States citizens or corporations subject to the laws of a State or of the United States.

Federal Land Exchange Facilitation Act of August 20, 1988 - This Act amended FLPMA to provide for arbitration, compensation for costs assumed, and other changes in the basic exchange authorities.

IV. PUBLIC INTEREST DETERMINATION

I have determined that the public interest will be well served. I have considered the following factors in making this determination:

- Acquisition will achieve better management of Federal lands and resources;
- Acquisition will consolidate National Forest System land for more logical and efficient management;
- Acquisition will promote multiple-use values;
- Acquisition will enhance dispersed recreation opportunities and public access; and
- Acquisition will implement the Forests' Land and Resource Management Plan.

No structures are present on either of the tracts. The Land Transaction Screening Process Summaries have been completed. No hazardous substances, petroleum products, or other contaminants have been identified.

V. ADMINISTRATIVE REVIEW AND APPEAL

This Land Exchange Approval Document is not subject to the appeal procedures for National Forest System projects and activities pursuant to 36 CFR 215.8(a)(4), Decisions Not Subject to Appeal.

VI. IMPLEMENTATION DATE

This decision may be implemented immediately.

VII. CONTACT PERSON

Further information about this decision can be obtained from Betty Goodeal, Lands Program Manager at the Huron-Manistee National Forests Supervisor's Office, 1755 S. Mitchell Street, Cadillac, Michigan 49601; Telephone: 231-775-2421; TTY/TDD: 231-775-3183; FAX: 231-775-5551.

VII. SIGNATURE AND DATE

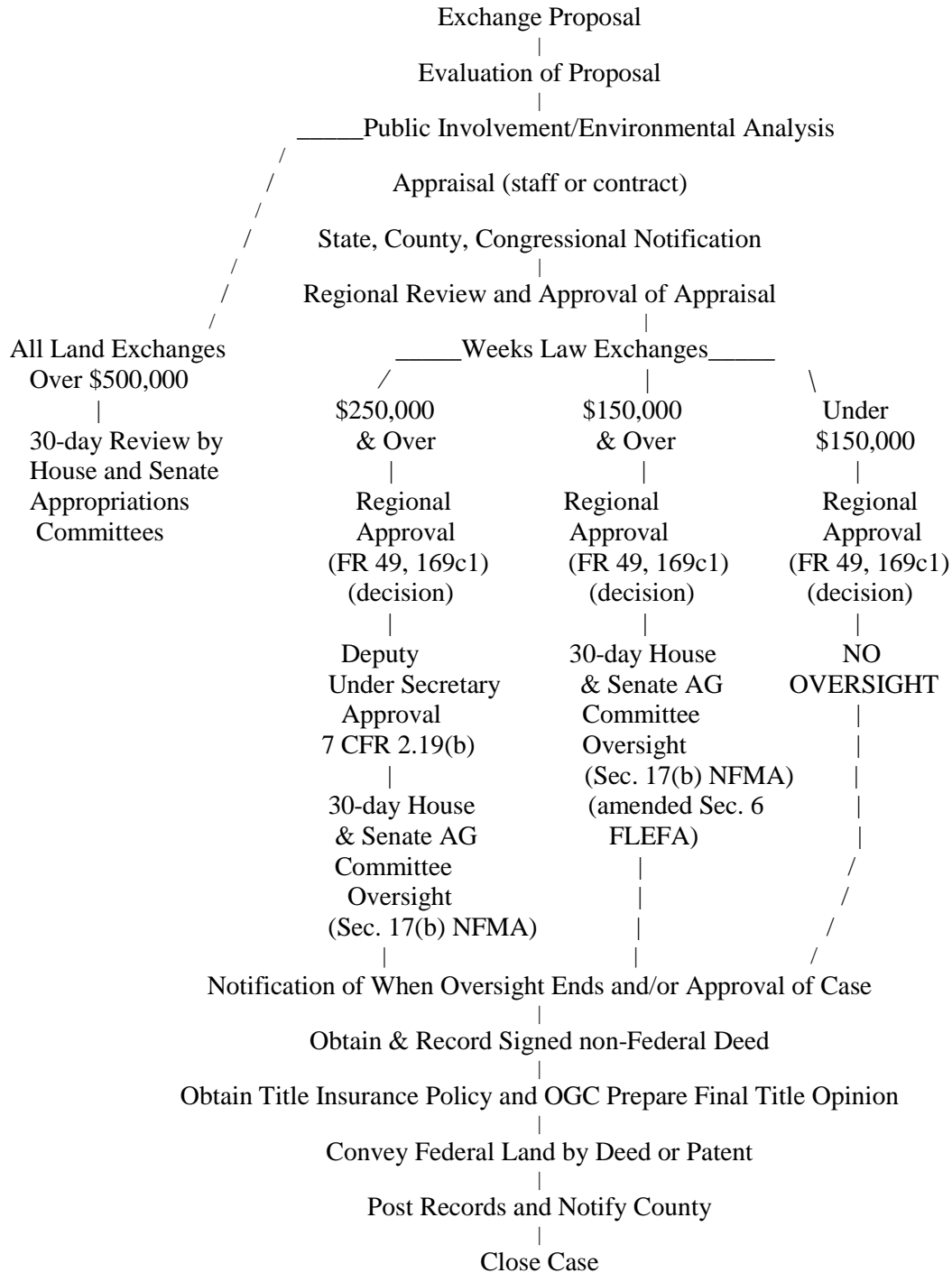
I have concluded that this decision may be categorically excluded from documentation in an environmental impact statement or environmental assessment as it is within one of the categories identified by the U. S. Department of Agriculture in 7 CFR part 1b.3 or one of the categories identified by the Chief of the Forest Service in Forest Service Handbook (FSH) 1909.15, sections 31.1b or 31.2, and there are no extraordinary circumstances related to the decision that may result in a significant individual or cumulative environmental effect. My conclusion is based on information presented in this document and the entirety of the Planning Record.

Forest Supervisor
Huron-Manistee National Forests

Dated: _____,

39 - Exhibit 25

**FLOWCHART OF SECRETARY/CONGRESSIONAL
OVERSIGHT FOR LAND EXCHANGE CASES**



39 - Exhibit 26

EXCHANGE AGREEMENT

OMB No. 0596-0105

This Exchange Agreement, made this _____ day of _____, 20____, between _____ 1/____, whose address is _____ 2/____, hereinafter referred to as the non-Federal party, and the United States of America, acting by and through the Forest Service, Department of Agriculture, in consideration of the appraisals by the parties hereto of the land or interest in land herein described and other good and valuable considerations, the receipt of which is hereby acknowledged, do hereby severally agree as follows:

WITNESSETH:

Pursuant to the acts of _____ 3/____, the non-Federal party does hereby agree to convey to the United States of America the real property described in Schedule A, attached hereto and made a part hereof. In exchange therefore, the United States of America agrees to convey to the non-Federal party by _____ 4/____ issued by the _____ 5/____, the real property described in Schedule B, attached hereto and made a part hereof _____ 6/____. The agreed to values for this exchange are:

Property of the non-Federal party: \$ _____ 7/

Property of the United States: \$ _____ 8/

First, the non-Federal party agrees to convey by Warranty Deed in accordance with Department of Justice Standards when requested by the Forest Service, the lands or interest in lands described in Schedule A to the United States of America and its assigns, together with necessary documents required to convey good title, free from all encumbrances except those set forth in Schedule A.

Second, the non-Federal party agrees to deliver all necessary documents to the Forest Supervisor, _____ 9/____ National Forest, who will act as escrow holder or in the alternative to _____ 10/____, who shall act as escrow holder.

Third, the non-Federal party agrees to furnish title evidence on the real property described in Schedule A in a form satisfactory to the Office of the General Counsel of the United States Department of Agriculture.

Fourth, the non-Federal party agrees to bear the cost of any survey necessary to properly describe and locate the real property described in Schedule A.

When title is acceptable to the Forest Service, the United States of America agrees to convey by _____ 11/____ the real property described in Schedule B, subject to any encumbrances noted therein.

39 - Exhibit 26--Continued

The United States of America agrees to bear the cost of any survey necessary to properly describe and locate the real property described in Schedule B.

Both parties agree not to do, or suffer others to do, any act by which the value of the real property which is the subject of the exchange agreement may be diminished or further encumbered. In the event any such loss or damage occurs from any cause, including acts of God, to the real property described in Schedules A and B, prior to execution of deed or issuance of _____12/_____, either party may refuse without liability to complete the exchange.

Each party to this exchange agreement is responsible to provide the other documentation of the existence or non-existence of storage of hazardous substances stored on their respective lands for one (1) year or more or disposed of or released on said lands. If evidence of hazardous substances are found, either party may refuse without liability, to complete the exchange (see Attachment A).

13/ This exchange is subject to a 45-day administrative review of the decision.

14/ This exchange is subject to Secretary approval and/or 30-day congressional oversight.

15/ If floodplains are involved, closing of this exchange shall not occur until the 30-day publication period has expired.

This agreement will be terminated in the event that either party cannot convey good and sufficient title to the real property agreed to be exchanged.

This agreement is legally binding on all parties, subject to the terms and conditions herein and may only be amended or terminated by mutual consent.

No member of Congress, or Resident Commissioner, shall be admitted to any share or part of this agreement or to any benefit that may arise there from unless it is made with a corporation for its general benefit (18 U.S.C. 431, 433).

IN WITNESS WHEREOF, the non-Federal party and the _____16/_____, acting for and on behalf of the Forest Service, USDA, have executed this Agreement this _____ day of _____, 20____.

NON-FEDERAL PARTY:

By: _____17/_____

AUTHORIZED OFFICER
FOREST SERVICE
U.S. DEPARTMENT OF AGRICULTURE

By: _____18/_____

39 - Exhibit 26--Continued

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0105. The time required to complete this information collection is estimated to average 4 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

ACKNOWLEDGMENT

19/

SCHEDULE A

Lands, interest in lands, that the non-Federal party will convey to the United States of America:

Fee title to the following lands in 20/:
21/

Containing 22/ acres, more or less.

Subject to:

Reservations: 23/

Outstanding Rights: 24/

SCHEDULE B

Lands, interest in lands, that the United States will convey to the non-Federal party:

Fee title to the following lands in 25/:
26/

Containing 27/ acres, more or less.

Subject to:

Reservations: 28/

Outstanding Rights: 29/

Other: 30/

39 - Exhibit 26--Continued

ATTACHMENT A

Environmental Quality Provision

In the event it is discovered, before the United States has recorded the deed which conveys the subject property to the United States, that the subject property (property to the United States) is contaminated, including but not limited to contamination resulting from solid wastes, hazardous wastes or substances, pollutants or contaminants, or other regulated substances, or that the subject property is in a condition which would constitute a violation of any applicable federal, State, or local laws or regulations relating to the protection of health, safety, or the environment, the United States may, at its sole election and without incurring any liabilities or obligations arising there from, either:

- 1) Declare this Exchange Agreement to be null and void; or
- 2) Adjust the acreage and description of the subject property (property to be conveyed to the United States) thereby excluding from the conveyance those portions of the parcel which are affected by the newly discovered contamination or condition. Correspondingly, the consideration to be given by the United States, as set forth under this Exchange Agreement shall be adjusted accordingly to reflect the adjustment concerning the subject property to be conveyed to the United States.

All representatives, warranties, obligations and rights set forth herein shall survive the closing and not merge with the deed such that they are binding and enforceable even after the deed has been conveyed to the United States, but only until the United States has recorded the deed which conveys the subject property to the United States.

1/ Name of non-Federal party.

2/ Address of non-Federal party.

3/ Insert proper authorities. Use the Act of March 1, 1911, as amended (16 U.S.C. 516), rather than the Act of March 3, 1925, for Weeks Law exchanges. The Fiscal Year Appropriation Act must also be cited in the Organic Act of August 3, 1956, cases. Cite the Act of October 21, 1976 (43 U.S.C. 1716), and the Act of August 20, 1988 (43 U.S.C. 1716) in all exchange conveyances.

4/ Insert patent, quitclaim deed, and/or exchange deed.

5/ Insert Departments of the Interior and/or Department of Agriculture.

6/ When there is a cash equalization payment, insert ". . . and in addition thereto pay the sum of _____ and ____/100 dollars (\$ _____) to the _____ (United States/non-Federal party, as appropriate) _____ in order to equalize values pursuant to Section 206(b) of the Federal Land Policy and Management Act of 1976 (43 U.S.C. 1716)."

7/ Insert lump sum or per acre value.

8/ Insert lump sum or per acre value.

39 - Exhibit 26--Continued

- 9/ Insert Name of National Forest.
- 10/ Insert Name of escrow holder.
- 11/ Insert patent, quitclaim deed, and/or exchange deed.
- 12/ Insert patent, quitclaim deed, and/or exchange deed.
- 13/ Insert, if applicable, reference to appeal rights at 36 CFR 215 and 36 CFR 251.
- 14/ Insert, if applicable.
- 15/ Insert, if applicable.
- 16/ Insert title per delegated authority (FSM 5400 Zero Code).
- 17/ Insert signature and name of non-Federal party.
- 18/ Insert signature and title per delegated authority (FSM 5400 Zero Code).
- 19/ To conform to State laws, if appropriate.
- 20/ Insert the name of the State.
- 21/ Insert legal description.
- 22/ Insert numbers of acres.
- 23/ Insert reservations acceptable to the United States. (ch. 60).
- 24/ Insert outstanding rights from title evidence, which are acceptable to the United States and disposition of those that are unacceptable to the United States.
- 25/ Insert the name of the State.
- 26/ Insert legal description.
- 27/ Insert numbers of acres.
- 28/ Insert reservations of the United States. (ch. 60).
- 29/ Insert outstanding rights as noted on Status Report.
- 30/ Insert disposition of Special Use Permits, Withdrawals, and so forth.

39 - Exhibit 27

SCHEDULE B

EXCHANGE CUTTING AGREEMENT

This agreement made and entered into by and between (name), of (address), a corporation organized and existing under the laws of the State of _____, and having its principal place of business at (address), hereinafter called non-Federal party, and the Regional Forester, Forest Service, (Regional headquarters) or authorized representatives in behalf of the United States of America, party of the second part, Witnesseth:

That this agreement is made under the provisions of the Act of _____
(_____ Stat. _____), as amended by the Acts of _____
(_____ Stat. _____), and so forth.

(A) The non-Federal party agrees to convey to the United States under said acts the property described in Schedule A of the Exchange Agreement signed by the non-Federal party on (date), and subject to the reservations and exceptions set forth therein.

(B) The United States agrees to grant in exchange an equal value of National Forest timber under the terms and conditions of the (1) timber cutting contract no. _____, or (2) direct cutting agreement, attached hereto and made a part hereof.

Dated and signed in duplicate this _____ day of _____, 20__.

(Corporate Seal)

(Name and Title of Person signing for corporation)

Regional Forester
_____ Region

39 - Exhibit 28

EXCHANGE DEED

THIS DEED, made this _____ day of _____, 20____, between the UNITED STATES OF AMERICA, Grantor, acting herein by and through the Forest Service, United States Department of Agriculture, and _____ 1/_____, Grantee.

WITNESSETH: That the Grantor, hereunto authorized by the Act of Congress approved 2/_____ the provisions of which have been complied with, for, and in consideration of the conveyance to it by the Grantee of _____ 3/_____ the receipt of which is hereby acknowledged, does hereby remise, release, and quitclaim unto the Grantee _____ 4/_____ 5/_____ in and to the real property situated in _____ 6/_____ described as follows:
_____ 7/_____

RESERVING UNTO THE UNITED STATES OF AMERICA and its assigns
_____ 8/_____

SUBJECT TO: _____ 9/_____

TO HAVE AND TO HOLD the above described _____ 10/_____ unto the Grantee or the Grantee's heirs and assigns forever, together with all hereditaments and appurtenances thereunto belonging.

IN WITNESS WHEREOF, the Grantor, by its duly authorized representative, has executed this deed pursuant to the delegation of authority promulgated in Title 7 CFR 2.60, and 49 FR 34283 and 4, August 29, 1984, on the day and year first above written.

UNITED STATES OF AMERICA

By _____ 11/_____

Acknowledgment

_____ 12/_____

1/ Name of Grantee.

2/ Insert proper authorities. Use the Act of March 1, 1911, as amended (16 U.S.C. 516), rather than the Act of March 3, 1925, for Weeks Law exchanges. The Fiscal Year Appropriation Act must also be cited in Organic Act of August 3, 1956, cases. Cite the Act of October 21, 1976 (43 U.S.C. 1716), and the Act of August 20, 1988 (43 U.S.C. 1716) in all exchange conveyances.

39 - Exhibit 28--Continued

3/ Insert the proper consideration, such as:

- a. "... lands in the county or counties and State as stated in the deed to the United States . . . "
- b. "... the specific interest in land in the county or counties and State, as stated in the deed to the United States . . . "
- c. Where appropriate, include the cash equalization payment with paragraphs a and b. Use "... and the sum of _____dollars (\$_____) . . . "
- d. In December 4, 1967, Act cases, use "... the sum of _____dollars (\$_____) . . . "

4/ When there is a cash equalization payment by the United States, insert "...the sum of dollars (\$_____) . . . "

- 5/
- a. When conveyance is for the real property insert "... all its rights, title, and interest . . . "
 - b. When conveyance is for an interest only, insert "... the interest . . . "

6/ Insert County or Counties and State.

7/ Insert the legal description of the land or interests in land for conveyance.

8/ Insert the appropriate reservations, if any.

9/ Insert the actual outstanding rights, if any.

10/ Insert "... real property . . . " in situation in paragraph 5a.

Insert "... interest . . . " in situation in paragraph 5b.

11/ Signature and title per delegated authority (FSM 5400 Zero Code).

12/ To conform with State laws.

39 - Exhibit 29

LETTER TO BUREAU OF LAND MANAGEMENT REQUESTING PATENT



United States
Department of
Agriculture

Forest
Service

National Forest

*(Address)

File Code: 5430

Date:

State Director
Bureau of Land Management
Address

Serial Number
00000

Dear:

Pursuant to the authority cited below and to the Act of June 11, 1960 (74 Stat. 205), I certify that the National Forest exchange involving the land described below meets the requirements of law and regulations, and I therefore request issuance of patent/quitclaim deed, to conform with the following data:

A. NAME OF PATENTEE/GRANTEE: _____ (name)

B. STATUTORY AUTHORITY FOR EXCHANGE: General Exchange Act of March 20, 1922 (42 Stat. 465), as amended by the Act of February 28, 1925 (43 Stat. 1090), and the Act of October 21, 1976 (90 Stat. 2743), and the Act of August 20, 1988 (102 Stat. 1086).

C. FOREST EMBRACING NATIONAL FOREST SYSTEM LAND:
_____ (Name Forest)

D. NATIONAL FOREST LEGAL DESCRIPTION AND OTHER
CONSIDERATIONS: (Actual description or "See Exhibit _____" if lengthy.)

E. NATIONAL FOREST ACREAGE: _____ (acres)

F. RESERVATIONS AND OUTSTANDING RIGHTS: (Reservations according to provision of the Act of August 30, 1890 (26 Stat. 91; 43 U.S.C. 945). (Applies to land west of the 100th meridian only.)

39 - Exhibit 29--Continued

(If the conveyance of mineral interests is to occur, use wording similar to the following:)

"The Bureau of Land Management reports that the National Forest and non-Federal lands have no value for any of the minerals covered by the mineral leasing laws and are not considered to be valuable or potentially valuable for geothermal resource development. A Forest Service mineral report substantiates this finding. By letter dated (date) , the State Director, BLM, approved the conveyance without a mineral reservation. I, therefore, request issuance of patent/quitclaim deed without a reservation of minerals."

(If there is to be a reservation of minerals, use the recommended wording in FSH 5409.13, chapter 60.)

(If geothermal steam is to be reserved, use:)

"Reserving to the United States all the geothermal steam and associated geothermal resources in the land so patented/deeded, and to it, or persons authorized by it, the right to prospect for, mine, and remove such deposits, upon compliance with the conditions and subject to the provisions and limitations of the Act of December 24, 1970 (84 Stat. 1566)."

(If there is to be a reservation for a right-of-way for either existing or proposed roads, including roads within cost-share areas, and/or trails, use recommended wording in FSH 5409.13, chapter 60).

The foregoing reservations are in accordance with the provisions of the Act of February 18, 1925 (43 Stat. 1090).

G. FOREST EMBRACING NON-FEDERAL LAND:

 (National Forest)

H. NON-FEDERAL LEGAL DESCRIPTION AND OTHER CONSIDERATIONS:

(Use wording similar to "See copy of deed to the United States.")

I. NON-FEDERAL ACREAGE: (acres)

J. NON-FEDERAL RESERVATIONS AND OUTSTANDING RIGHTS:

(When requesting patent/deed with preliminary title opinion, use:)

"The Office of the General Counsel, Department of Agriculture, has given a preliminary title opinion dated (date) , for the non-Federal lands, a copy of which is enclosed. As soon as the necessary curative data has been effected and a final title opinion given, we will send you a copy of the recorded deed for your records."

39 - Exhibit 29--Continued

(When requesting patent/deed with final title opinion, use:)

"A copy of the deed conveying the land to the United States is enclosed for your records.
The Office of General Counsel, Department of Agriculture, approved the title to this land
on _____ (date) _____".

After issuance of the patent/quitclaim, please send the original and one copy to this office.

Sincerely,

(name)

(Authorized Officer's Name and Title)

Enclosure



Caring for the Land and Serving People

Printed on Recycled Paper



39 - Exhibit 30

LETTER TO BUREAU OF LAND MANAGEMENT TO UPDATE PUBLIC RECORDS



United States
Department of
Agriculture

Forest
Service

National Forest

*(Address)

File Code: 5430

Date:

State Director
Bureau of Land Management
Address

Serial Number
00000

Dear Sir/Madam:

Enclosed for your use in updating your files is a copy of the (Grant/Warranty) Deed conveying _____ acres of land to the United States.

Also enclosed is a copy of the _____ (date) _____ (patent/deed/Exchange Deed) conveying _____ acres of National Forest System lands to _____. This exchange was serialized __ (date) _____.

Sincerely,

(Name)
Authorized Officer

Enclosure

cc: Forest



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Printed on Recycled Paper



39 - Exhibit 31

NOTIFICATION TO COUNTY TAX COMMISSIONER
OF A CHANGE IN OWNERSHIP



United States
Department of
Agriculture

Forest
Service

National Forest

*(Address)

File Code: 5430

Date:

County Commissioner/Tax Assessor/Treasury
Address

Dear Sir/Madam:

Enclosed for your information is a copy of the (_____) Deed conveying _____ acres of land to the United States within _____ County.

Also enclosed is a copy of the _____ (date) _____ (patent/deed/Deed) conveying _____ acres of National Forest System lands within _____ County to _____ . In United States ownership, the property is exempt from the tax rolls.

Minerals (were/were not) received by the United States.

Sincerely,

(Name)
Authorized Officer Name and Title

Enclosure

cc: Forest



Caring for the Land and Serving People

Printed on Recycled Paper



39 - Exhibit 32

LETTER TRANSMITTING FINAL TITLE OPINION TO FOREST SUPERVISOR



United States
Department of
Agriculture

Forest
Service

National Forest

*(Address)

File Code:

Date:

Route To:

Subject:

To: Forest Supervisor, _____ NF

Enclosed for your files and those of the District Ranger are copies of the Final Title Opinion dated _____.

Your status record will be corrected to reflect this change and revised sheets for your atlas sent to you soon.

Regional Director

Enclosures



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39 - Exhibit 33

Certificate of Use and Consent for Purchase, Donation and Land Exchange
(Form FS-5400-29)

A. I, the undersigned, by authority of the Secretary of Agriculture, do certify that the outstanding rights disclosed by the evidence of title and herein listed, have been administratively considered and, in accordance with authority duly delegated, it has been determined that such

USDA-FOREST SERVICE	NATIONAL FOREST OR PURCHASE UNIT
CERTIFICATE OF USE AND CONSENT For Purchase, Donation, and Land Exchange Ref: FSM 5424 and 5437	LANDOWNER
	TRACT NO.

outstanding rights as well as any reservations will not interfere with the use of the lands for the purpose for which they are being acquired or materially diminish their value. Accordingly, it is recommended that the lands be acquired subject to such exceptions or easements.

Check appropriate box:

1. ☐ This case is a purchase and the consideration is the "purchase price" expressed in dollars.
2. ☐ This case is a donation.
3. ☐ This is a land exchange in which the value of the Federal land does not exceed the value of the non-Federal land as determined by appraisal. The consideration applicable is "expressed in monetary value" as determined by appraisal.
4. ☐ This is a land exchange under \$150,000 which meets the approximately equal value provision of 36 CFR 254.11.
5. ☐ This is a STA Interchange and the value of the Federal and non-Federal lands are approximately equal.

39 - Exhibit 33--Continued

B. List outstanding rights as shown in the title evidence:

Sample entry

First American Title Insurance Company Commitment No. G80734 - Schedule B Exceptions

Exceptions 1-7 are General Exceptions - Administratively Acceptable.

Exception 8 - General taxes and assessments for the year 2000 (need to be paid) - Unacceptable; remove.

Exception 9 - Easement from Northern Pacific Railway Company to the U.S. recorded 7/12/62, in Book 17, page 359 (will merge with title) - Administratively Acceptable

Exception 10 - Easement to Idaho Pole Company for a private road over and across section 9, T. 5 S., R. 5 E. (does not adversely affect management of subject lands) - Administratively Acceptable.

C. Outstanding water rights:

1. ☐ All water rights are being conveyed with the land
2. ☐ Water rights are being reserved by the non-Federal landowner; and/or
3. ☐ Water rights are outstanding to third parties

D. Minerals:

1. ☐ All mineral rights will be acquired.
2. ☐ Mineral rights are outstanding as shown above and will be acquired by non-Federal owner and conveyed to U.S.
3. ☐ Mineral rights are outstanding as shown above, and U.S. will acquire non-Federal land subject to these outstanding rights.

Signature	Title	Date
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Form FS-5400-29